

MAXIMUM RATE TARIFF 4  
NAMING  
MAXIMUM RATES AND RULES  
FOR THE  
TRANSPORTATION OF USED PROPERTY, NAMELY:  
HOUSEHOLD GOODS AND PERSONAL EFFECTS  
OVER THE PUBLIC HIGHWAYS  
WITHIN THE STATE OF CALIFORNIA  
BY  
HOUSEHOLD GOODS CARRIERS  
(Cancels Supplement 5)

Issued by the  
PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
Governor Edmund G. "Pat" Brown Building  
505 Van Ness Avenue  
San Francisco, California, 94102

**MAXIMUM RATE TARIFF 4**

**EXPLANATION OF SYMBOLS**

- \* Text Added
- \*\* Text Eliminated
- ø Text Change
- ◇ Rate Increase

**EFFECTIVE AS SHOWN ON TITLE PAGE**

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San Francisco, California**

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**MAXIMUM RATE TARIFF 4**

**SECTION 1**

**RULES**

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## MAXIMUM RATE TARIFF 4

Third Revised Page 2  
Cancels  
Second Revised Page 2

### Item 4 \*/Ø

#### DEFINITION OF TECHNICAL TERMS

**CARRIER** means household goods carrier as defined in the Household Goods Carriers Act.

**COMMISSION** means the Public Utilities Commission of the State of California.

**COMPONENT PART** means any part of a shipment separately received by the carrier whether or not such part is separately delivered by the carrier, and any part of a shipment separately delivered by the carrier whether or not such part is separately received by the carrier.

**CONSIGNEE** means the person named in the bill of lading to whom or to whose order the household goods carrier is required to make delivery as provided in the bill of lading and that person's agent.

**CONSIGNOR** means the person named in the bill of lading as the person from whom the household goods and personal effects have been received for shipment and that person's agent.

**CREDIT CARD** means a card defined in Section 484(d) of the Penal Code of the State of California, other than a card issued by the carrier, including bank credit cards and cards issued by major credit card companies.

**DEBTOR** means the person(s) and/or corporation(s) obligated to pay a freight charge of a carrier.

**DISTANCE TABLE** means Distance Table 8 issued by the Commission, or successive issues, thereof, or any other distance table authorized by the Commission for use in connection with rates provided in this tariff.

**ESTIMATED COST OF SERVICES** means a written document prepared by the carrier and furnished to the shipper, which shows the total cost estimated by the carrier for the services as described thereon.

**MAXIMUM FIXED RATE** means any specific rate named in this tariff. Carriers may not charge a higher rate than a maximum fixed rate, except under the rules in Item 108 (Estimated Cost of Services).

**MOTOR VEHICLE** means any motor truck, tractor or other self-propelled highway vehicle used for transportation of property over the public highways, and any trailer, semi-trailer, dolly or other vehicle drawn thereby.

**NOT TO EXCEED PRICE** means the maximum charge that may be assessed on a shipment, as enumerated on the Agreement for Moving Services, and as entered on the Important Notice About Your Move, subject to any bona fide Change Order for Services.

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**MAXIMUM RATE TARIFF 4****Item 4 (Continued) \*\*  
DEFINITION OF TECHNICAL TERMS**

**PACKING** means any accessorial service performed in preparing a shipment (or portion thereof), prior to loading, except services for which rates and charges are otherwise provided in this tariff.

**POINT OF DESTINATION** means the precise location at which property is tendered for physical delivery into the custody of the consignee or his agent. All locations shall be considered as one point of destination which are within a radius of:

- (a) 50 feet from a single point, or
- (b) 300 feet from a single point on a single piece of property of a single consignee.

**POINT OF ORIGIN** means the precise location at which property is physically delivered by the consignor or his agent into the custody of the carrier for transportation. All locations shall be considered as one point of origin which are within a radius of:

- (a) 50 feet from a single point, or
- (b) 300 feet from a single point on a single piece of property of a single consignor.

**RATE** means any unit charge for service including the rating, governing rules, and the accessorial charges applying in connection with that service.

**SHIPMENT** means a quantity of property tendered for transportation to one carrier, at a time, on one shipping document by:

- (a) One shipper at one point of origin for one consignee at one point of destination; or
- (b) One shipper at more than one point of origin (or more than one shipper at one or more points of origin), for one consignee or one point of destination (Split Pickup); or,
- (c) One shipper at one point of origin for one consignee at more than one point of destination (or for more than one consignee at one or more points of destination) (Split Delivery); or,

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**Item 4 (Continued) \*\*  
DEFINITION OF TECHNICAL TERMS**

(d) One shipper at more than one point of origin (or more than one shipper at one or more points of destination) (Split Pickup and Delivery in Combination); or,

(e) One or more shippers in a manner described in subparagraphs (a), (b), or (c) above to and from one point of storage-in-transit, except as provided in Note 1 of Item 160.

**SHIPPER** means the party who contracts with a carrier to cause property to be moved from one place to another.

**STORAGE-IN-TRANSIT** means storage of a shipment at request of consignor or consignee at one point between point(s) of origin and point(s) of destination for a period not to exceed 90 days.

**TERRITORY** means one of the territories described in Section 2.

**UNIT OF EQUIPMENT** means one or more motor vehicles physically connected to form a complete unit.

**UNPACKING** means any accessorial service performed in connection with delivery of a shipment (or portion thereof), subsequent to unloading, except services for which rates and charges are otherwise provided in this tariff.

**Item 8  
APPLICATION OF TARIFF—CARRIERS**

1. Rates in this tariff are maximum fixed rates, established pursuant to the Household Goods Carriers Act. They apply for the transportation of commodities described in Item 12 (Application of Tariff—Commodities) by household goods carriers.

2. The rates and rules named in this tariff shall not apply to transportation by independent-contractor subhaulers when such transportation is performed for other carriers. This exception shall not be construed to exempt from the tariff provisions carriers for whom the independent contractors are performing transportation services (see NOTE).

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### ITEM 8 (Concluded) APPLICATION OF TARIFF—CARRIERS

NOTE: INDEPENDENT-CONTRACTOR SUBHAULER means any carrier who renders service for a principal carrier, for a specific recompense, for a specific result, under the control of the principal carrier as to the result of the work only and not as to the means by which such result is accomplished.

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### ITEM 12\*/\*\* APPLICATION OF TARIFF—COMMODITIES

1. Except as otherwise provided by paragraph 2, rates in this tariff apply to transportation of the following used property:

(a) Household goods, namely: household or personal effects such as furniture, furnishings, clothing, radios, musical instruments, stoves and refrigerators.

2. Rates in this tariff shall not apply to the following:

(a) Office and store fixtures and equipment, namely: furniture, furnishings and equipment such as are used in an office, store, hospital, library, museum, place of learning or other institution.

(b) Property transported from, to or between the place or places of business of a dealer in or auctioneer of the property described in paragraph 1 hereof, in connection with such a business.

(c) Property of the United States, state, county or municipal governments or property transported under an agreement whereby the governments contracted for the carrier's service.

(d) Baggage, except when transported in mixed shipments under the provisions of Item 56 (Mixed Shipments).

(e) Property shipped to or from producers of motion pictures or television shows when transported subject to the rates, rules and regulations provided by Decision 33226, in Cases 4246 and 4434, as amended.

(f) Property transported for a displaced person when the cost thereof is borne by a public entity as provided in Section 7262 of the Government Code.

(g) Disaster supplies, i.e. those commodities which are allocated to provide relief during a state of extreme emergency or state of disaster; and those commodities which are transported for a civil defense or disaster organization established and functioning in accordance with the California Disaster Act, to ultimate point of storage or use, prior to or during a state of disaster or state of extreme emergency.

**MAXIMUM RATE TARIFF 4**

**Item 12 (Concluded)**  
**APPLICATION OF TARIFF—COMMODITIES**

(h) Contents of trailer coaches and campers, or furniture and other personal effects for use outside of trailer coaches, when transported in conjunction with such vehicles.

**Item 16 \*\***  
**APPLICATION OF RATES**

1. The rates provided in Item 310 (Distance Rates), Item 320 (Hourly Rates) and Item 330 (Distance Piece Rates) are for the transportation of shipments from point of origin to point of destination; except that Items 310 and 330 do not apply for transportation to or from storage or storage-in-transit. The rates in Item 390 (Transportation To Or From Storage) and Item 320 (Hourly Rates) are for transportation of shipments from point of origin to point of storage or storage-in-transit; or from point of storage or storage-in-transit to point of destination. These rates include pickup and delivery, subject to Item 140 (Flight and Long Carry Rates).

(a) For transportation of shipments for distances of 100 constructive miles or less, the distance rates (Item 310 or 390) or hourly rates (Item 320) apply subject to Items 28 and 128.

(b) For the transportation of shipments for distances in excess of 100 constructive miles, the distance rates (Item 310 or 390) shall apply, subject to Item 20 (Alternative Application of Rates).

2. The rates provided in Item 340 shall apply for the accessorial services of packing, unpacking and sale of containers.

3. The rates provided in Item 136 shall apply for the valuation of all shipments.

4. The unit(s) of measurement specified and agreed to in the Agreement for Moving Services shall govern the application of rates for the shipment.

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## MAXIMUM RATE TARIFF 4

### ITEM 20 ALTERNATIVE APPLICATION OF RATES

In the event two or more rates are named for the same transportation, the lower rate shall apply as the maximum rate, subject to Item 16 (Application of Rates).

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### ITEM 24 LEVELS OF RATES QUOTED AND ASSESSED

1. Rates published in this tariff are maximum fixed rates. Carriers may quote and assess levels of rates lower than these published maximum fixed rates (see NOTE).

NOTE: The provisions of paragraph 1 of this item shall not apply to the rate provisions contained in the following parts of this tariff:

- Item 32 (Disposition of Fractions).
  - Paragraph 5 of Item 36 (Computation of Time under the Hourly Rates Named in Item 320).
  - Paragraph 9(d) of Item 88 (Relationships with the Public).
  - Item 92 (Claims for Loss and Damage).
  - Paragraph 4 of Item 140 (Delays in Pickup or Delivery).
  - Note 3 of Item 140 (Flight and Long Carry Rates).
  - Paragraph 1 and Note 2 of Item 160 (Storage-In-Transit).
- 

### ITEM 28 OBSERVANCE OF QUOTED RATES AND CHARGES

1. When an Estimated Cost of Services (Estimate) is given, the maximum charges shall be determined under provisions of Items 108, 112, 116, and 120.

2. When an Estimate is not given, the maximum charge shall be the lower of:

- (a) The Not to Exceed Price listed in the Agreement for Moving Services (Agreement), plus any charges for services noted on a Change Order for Services (Change Order) completed in accordance with Item 120 and after the Agreement is signed.

**MAXIMUM RATE TARIFF 4****ITEM 28 (Concluded)\*/o  
OBSERVANCE OF QUOTED RATES AND CHARGES**

(b) The charges as calculated on the basis of the rates and charges specified in the Agreement, plus any charges for services noted on a Change Order completed in accordance with Item 120 after the Agreement is signed.

3. If carrier fails to issue an Agreement in accordance with Item 128, or if such document is issued but does not contain the information specified in subparagraph (a) and (b), rates utilized in determining the charges for services not described or for rates not quoted shall be 65 percent of the maximum fixed rates published in this tariff. If the Agreement does not contain the information specified in subparagraph (c), (d) or (e), rates utilized in determining the charges for all transportation and accessorial services performed shall be the lowest of: (1) 65 percent of the maximum fixed rates published in this tariff; (2) rates quoted in the Estimate; or (3) rates quoted in the Agreement. (See EXCEPTION)

- (a) A description of transportation and accessorial services ordered to be undertaken.
- (b) Rates quoted for the services so described.
- (c) Not To Exceed Price for all services described.
- (d) Signature of shipper.
- (e) Signature of carrier.

EXCEPTION: If it is determined that a carrier advertises or regularly charges rates lower than 65 percent of the maximum fixed rates published in this tariff, then the carrier's advertised or regularly-charged rate level shall be used in determining the charges applicable pursuant to this paragraph.

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**ITEM 32  
DISPOSITION OF FRACTIONS**

In computing a rate based on a percentage of another rate, the following rule shall be observed in the disposition of fractions.

- (a) Fractions of less than 1/2 or .50 of a cent, omit.
- (b) Fractions of 1/2 or .50 of a cent or greater, increase to the next whole figure.

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**MAXIMUM RATE TARIFF 4**

**ITEM 36**

**COMPUTATION OF TIME UNDER THE HOURLY RATES  
NAMED IN ITEMS 320 AND 340**

1. In computing charges accruing under the hourly rates contained in Item 320, the time used shall be the total of loading, unloading and double the driving time from point of origin to point of destination, subject to EXCEPTIONS 1 through 3.

EXCEPTION 1 - When carrier is required to perform more than one trip between origin and destination, the time used shall be the total of loading and unloading time, to which will be added double driving time for the first trip from origin to destination and actual driving time for all additional trips between origin and destination for each motor vehicle furnished by carrier.

EXCEPTION 2 - When two or more shipments are transported on a unit of equipment at the same time, the time used shall be the total of loading and unloading time plus 25 minutes total driving time for each shipment.

EXCEPTION 3 - When split pickup, split delivery or split pickup and split delivery in combination is performed, the time used shall be computed in accordance with the provisions of Items 148, 152, or 156, respectively.

2. When shipper requests the service of an additional helper or helpers to assist in loading or unloading but not both, the charge shall be determined by applying the rate per person per hour, provided in Item 320 for additional helper(s), to both the time helper or helpers are engaged in performing these services and double the travel time required for helper(s) to travel from carrier's place of business to point of loading or unloading.

3. When two or more units of equipment are furnished for transportation of a single shipment and the driver and/or helper(s) of any one unit assist in loading and unloading another unit, the time such persons are so engaged shall be charged for at the rate provided in Item 320 for additional helpers. During any such interval, time shall not accrue for the unit or units of equipment not being loaded or unloaded.

4. When packing and/or unpacking service is provided on hourly moves, the time actually spent packing or unpacking or both shall be recorded on the shipping document in accordance with paragraph 5 of this item. Rates for packing and unpacking shall be no higher than those provided in Item 340. When packing and unpacking is performed at hourly rates, time shall be the total time actually spent packing or unpacking or both.

**MAXIMUM RATE TARIFF 4**

**ITEM 36 (Concluded)**  
**COMPUTATION OF TIME UNDER THE HOURLY RATES**  
**NAMED IN ITEMS 320 AND 340**

5. Carrier's shipping documents shall contain a legible record of all starting and ending times, accurate to the minute, for each phase of service rendered under the provisions of paragraphs 1, 2, 3 and 4 hereof. Such times shall be totaled and the sum converted into hours an/or fractions thereof. Fractions of an hour shall be determined in accordance with the following table:

Minutes		Fractional Hour
Over	But Not Over	
0 _____	7 _____	Omit
7 _____	22 _____	1/4
22 _____	37 _____	1/2
37 _____	52 _____	3/4
52 _____	60 _____	1

**ITEM 40**  
**COMPUTATION OF DISTANCES**

Distances to be used in connection with distance rates provided herein shall be the shortest mileage via any public highway route, computed in accordance with the method provided in the Distance Table.

**ITEM 44**  
**UNITS OF MEASUREMENT TO BE OBSERVED**

Rates and charges shall not be quoted or assessed by carriers based upon a unit of measurement different from that in which the rates and charges of this tariff are stated.

**ITEM 52**  
**SHIPMENTS TO BE RATED SEPARATELY**

Each shipment shall be rated separately. Shipments shall not be consolidated or combined by carrier.

NOTE: Component parts of a shipment may be combined under the provisions of Items 148 (Split Pickup), 152 (Split Delivery) or 156 (Split Pickup and Split Delivery in Combination).

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

Fourteenth Revised Page 11

**SECTION 1 --- RULES****ITEM 56  
MIXED SHIPMENTS**

When one or more commodities for which rates are not provided in this tariff are included in the same shipment with commodities for which rates are herein provided, the rate or rates applicable to the entire shipment may be determined as though all of the commodities were ratable under the provisions of this tariff at the combined weight of the mixed shipment; or, the commodities for which rates are provided in this tariff may be transported at the applicable rates provided herein, and the commodities for which rates are not provided herein may be transported at the rates provided in other tariffs or at rates which might be otherwise applicable, provided separate weights or other authorized units of measurement are furnished or obtained. In the event the latter basis is used, rates no higher than those provided in this tariff shall apply to the entire shipment.

**ITEM 60 ◇  
DIVERTED SHIPMENTS**

1. When shipper or shipper's representative specifically requests a change in destination or routing of a shipment after transportation commences, the shipment will be considered to be a diverted shipment.
2. Charges for a diverted shipment transported under the distance rates in Item 310 shall be computed at the applicable rate in effect on the date of shipment from point of origin via each point where diversion occurs to final destination, plus a maximum additional charge of \$46.45 for each diversion.

**ITEM 64  
SHIPMENTS TRANSPORTED BY TWO OR MORE CARRIERS**

When a shipment in continuous through movement is transported by two or more carriers, the rate level authorized in paragraph 1 of Item 24 from point of origin to point of destination shall be the maximum fixed rate level for the combined transportation. A shipment moving at a Commission authorized deviated rate level shall be transported from point of origin to point of destination only by the individual carrier so authorized to quote and assess such rate level (see EXCEPTION).

EXCEPTION—For purposes of this item Independent Contractor Subhaulers shall not be considered as separate carriers.

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**MAXIMUM RATE TARIFF 4**

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**Item 68****CHARGES COLLECTED BY ONE CARRIER FOR ANOTHER**

When charges are collected by one carrier for another, a detailed statement of the charges shall be furnished to the collecting carrier by the carrier for which collection is to be made. Such statement shall be presented to shipper with the freight bill submitted for payment.

**Item 72****PAYMENT OF COMMISSIONS**

Except where prohibited by law, commissions not to exceed five (5) percent of transportation charges may be paid by carriers to persons or corporations not operating as for-hire carriers of used household goods and other articles, as described in and for which rates are provided in this tariff (see EXCEPTION).

EXCEPTION: Carriers shall not pay commissions to a shipper, consignee, or the employer thereof, nor to the payer of the transportation charges.

**Item 76****REFERENCES TO ITEMS, OTHER TARIFFS AND OTHER DOCUMENTS**

Unless otherwise provided, references herein to General Orders or item numbers in this or other tariffs include amendments and successive issues of such items or documents.

**Item 80 \*\*****WEIGHTS AND WEIGHING**

1. The weight to be used in assessing charges stated on a weight basis shall be the weight of property tendered for transportation. Such weight shall not include the weight of pads, empty containers, dollies, hand trucks or other carrier equipment.
2. Prior to delivery and unloading of a shipment transported under distance rates contained in Item 310 or 390, carrier shall arrange to determine the weight of such shipment by obtaining a weighmaster's certificate or weight ticket. On shipments estimated as weighing less than 1,000 pounds, carrier may have the shipment weighed over platform or hand scales in lieu of obtaining a weighmaster's certificate, provided a written statement of weight signed by the weigher is obtained.
3. No charge shall be made for such weigh service.

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San Francisco, California



**MAXIMUM RATE TARIFF 4****ITEM 80 (Concluded) ◇  
WEIGHTS AND WEIGHING**

4. In instances where more than one weigh-master's certificate or weight ticket has been obtained covering the same shipment, the lowest of the net scale weights shall be used in computing the applicable charges.

5. The carrier, upon request of shipper, owner, or consignee, when made prior to delivery of a shipment and when practicable to do so, will reweigh the shipment. No charge will be made if the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two percent of the lower net scale weights on shipments weighing more than 5,000 pounds. The lower of the two net scale weights shall be used for determining applicable charges. If the difference between the two net scale weights is less than stated above, an additional charge of up to \$39.85 may be assessed for each such re-weighing service requested.

6. When requested by shipper, carrier will notify shipper by telephone, telegraph, or fax (as requested) of weight and/or charges.

**ITEM 84 ◇  
NOTIFICATION TO SHIPPER OF CHARGES**

Whenever the shipper specifically requests notification of the actual weight and charges on a shipment rated under distance rates in Item 310 or 390 and supplies carrier with an address, telephone or fax number, carrier shall comply with such request immediately upon determining the actual weight and charges.

**ITEM 88  
RELATIONSHIPS WITH THE PUBLIC**

1. Any carrier doing business under one or more fictitious names shall, with respect to each fictitious name, comply with Business and Professions Code of California, Chapter 5, Part 3, Division 7, entitled, "Fictitious Business Names". To show compliance, carrier shall file with this Commission certified copies of fictitious business name statements and affidavits of publication required to be filed with the county clerk for carrier's principal place of business.

2. Upon abandonment of fictitious business name, any carrier doing business under one or more fictitious names shall file with this Commission a statement of abandonment of fictitious business name.

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San Francisco, California**

**MAXIMUM RATE TARIFF 4**

**ITEM 88 (Continued)  
RELATIONSHIPS WITH THE PUBLIC**

3. Carriers shall show the following information on their stationery, shipping documents and related forms:

(a) All names, both real and fictitious, used by the carrier in conducting its operations.

(b) The address of its principal place of business, designated as such, and of such local offices as may be desired where business with the public is conducted.

(c) Identification of the name under which the particular transportation is performed where more than one name is listed.

(d) The carrier's Commission issued number (CAL P.U.C. T-\_\_\_\_\_).

4. The carrier's books of account shall separately show the revenues derived from operations conducted under each name used by carrier.

5. Carriers listing more than one name in the classified section of a telephone directory shall cross-reference each name to all other names listed.

6. Carriers shall not advertise rates in any telephone directory.

7. Printed advertising matter, including hand bills, newspaper advertising, and classified telephone directory listings and advertisements which advertise or solicit the intrastate movement of used household goods shall show the household goods carrier's "T" number as issued by the Commission. The number shall be printed in this manner: "CAL. P.U.C. T-\_\_\_\_\_."

8. Carriers shall not, in any manner, misrepresent their rates nor the scope of services offered to the public. Specifically, carriers shall:

(a) Not advertise or otherwise represent themselves under any name different from that under which their effective permits are issued by the Commission.

**EXCEPTION --** Carriers who are duly authorized agents for other carriers as defined herein or motor carriers operating in interstate commerce under federal jurisdiction, may advertise and represent themselves as such an agent.

**MAXIMUM RATE TARIFF 4****ITEM 88 (Continued)\*  
RELATIONSHIPS WITH THE PUBLIC**

(b) Make it clear to the customer whether carrier is acting on its own authority or as an agent for another carrier.

(c) Not advertise or otherwise represent that carrier operations are conducted at addresses or locations where the carrier or his duly authorized agent does not maintain a place of business. The location of a telephone answering service is not "a place of business" as such term is used in this item.

(d) Not include misleading descriptions or displays of nonexistent facilities or equipment in any advertising.

(e) Not willfully quote or estimate a lower rate or charge knowing the actual rate or charges will be more than the quote or estimate.

9. Carriers shall furnish to each prospective shipper a copy of the information specified in Item 470 of this tariff, the Important Information For Persons Moving Household Goods booklet. The format may be that which the individual carrier finds most convenient. If shipper received, from any source, all information contained in Item 470, in a readable form, this item's requirements will have been met. (See Notes 1 and 2.)

(a) This informational material shall be furnished to the prospective shipper at time of first in-person contact between carrier's personnel and the shipper or shipper's representative or when the Agreement is given to the shipper.

(b) If a move is arranged and confirmed by mail or telephone, and no in-person contact with the prospective shipper is to be made prior to the day of the move, carrier shall mail to the prospective shipper a copy of the informational material prior to moving day if sufficient time remains to do so. Such mailing shall be by regular mail and accompanied by the Agreement.

(c) The carrier performing the move must obtain shipper's signature on the Agreement for Moving Services (before move begins) that shipper has received the informational material from the carrier or another source.

(d) All receipts for the information shall be retained in carrier's records for a period of three years and shall include name of shipper, carrier bill of lading number, date and signature of shipper (see NOTE).

**MAXIMUM RATE TARIFF 4****ITEM 88 (Concluded)  
RELATIONSHIPS WITH THE PUBLIC**

(e) Any carrier performing transportation of goods described in Item 12 who has not complied with paragraph 9 of Item 88, in its entirety, shall pay the shipper \$100 upon completion of the move.

NOTE 1: For the purpose of this item, the prospective shipper is the owner of the tendered used household goods, regardless of who pays the freight charges.

NOTE 2: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual agreements for each move. Such Master Agreement must accomplish the purpose of this tariff, not violate the intent of the tariff, and shipping documents must reference the Master Agreement where appropriate.

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**ITEM 92  
CLAIMS FOR LOSS AND DAMAGE****1. Written claims required.**

A claim for loss or damage need not be voluntarily paid by a carrier unless filed in writing as provided in paragraph 2 below. The claim must be filed with either the receiving or delivering carrier, or carrier issuing the shipping document, or carrier on whose line the alleged loss or damage occurred. The claim must be filed within the specified time limits established in paragraph 14 and as otherwise required by law, the term of the shipping document or other contract of carriage, and all applicable tariff provisions.

**2. Minimum filing requirements.**

A written communication from a claimant filed with carrier within the time limits specified in paragraph 14 of this item will be considered in compliance with the provisions for filing claims if it contains the following information:

- (a) facts sufficient to identify the shipment (or shipments) of property involved;
- (b) assertion of liability for alleged loss or damage; and
- (c) claims for payment of a specified or determinable amount of money.

**MAXIMUM RATE TARIFF 4****ITEM 92 (Continued)  
CLAIMS FOR LOSS OR DAMAGE****3. Documents not constituting claims.**

Bad-order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars or not, may be used to support a written claim filed in accordance with paragraph 2 of this item, but may not be filed in lieu of a written claim.

**4. Claims filed for uncertain amounts.**

Whenever a claim is presented against a carrier for an uncertain amount, such as \$100 more or less, carrier will determine the condition of the shipment involved at the time of delivery, and will ascertain as nearly as possible the extent of the loss or damage for which it may be responsible. Carrier need not, however, voluntarily pay a claim under such circumstances unless and until a claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of paragraph 2 of this item.

**5. Other claims.**

If investigation of a claim reveals that one or more other carriers had been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

**6. Concealed damage or shortage.**

Carrier must be promptly notified after discovery of concealed damage or shortage and be given reasonable opportunity to inspect shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.

**7. Supporting documents.**

When necessary for an investigation, each claim must be supported by a duplicate shipping document (if not previously surrendered to carrier), and the original paid bill for transportation services or a copy thereof. For each article claimed, the nature and

**MAXIMUM RATE TARIFF 4****ITEM 92 (Continued)  
CLAIMS FOR LOSS OR DAMAGE**

extent of damage must be identified as well as the basis for the amount claimed, i.e., date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage, and, in the case of damage, a repair estimate.

**8. Verification of loss.**

When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, carrier will obtain from consignee a certified written statement that the property for which the claim is filed has not been received from any other source.

**9. Satisfaction of claim.**

Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by carrier.

**10. No liability following deliveries.**

The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper, or the authorized agent. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery. Notwithstanding these provisions, no claim against a household goods carrier shall be denied solely because the lost or damaged goods were not noted at the time of delivery.

**11. No liability at origin prior to loading.**

Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before packing and loading.

**12. "Pairs and Sets" liability.**

The carrier's liability regarding sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece(s) only and shall not extend to repair or replacement of the entire set; but in no event exceed the limits of liability as set forth in Item 136 hereof.

**MAXIMUM RATE TARIFF 4****ITEM 92 (Continued)  
CLAIMS FOR LOSS OR DAMAGE****13. Constructive weight of packed interior shipping containers.**

When the liability of carrier is to be measured by the weight of the article lost or damaged, and the article is packed in an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

<u>Container</u>	<u>Weight Per Container (In Pounds)</u>
DRUM, DISH-PACK	60
CARTONS:	
Less than 1 1/2 cu. ft.	20
1 1/2 - Less than 3 cu. ft.	25
3 - Less than 4 1/2 cu. f.	30
4 1/2 - Less than 6 cu. ft.	35
6 - Less than 6 1/2 cu. ft.	45
6 1/2 cu. ft. and over	50
Wardrobe carton	50
Mattress or box-spring carton (Not exceeding 54" x 75")	60
Mattress or box-spring carton (Exceeding 54" x 75")	80
Crib mattress carton	22

NOTE 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.

NOTE 2: Cartons containing lampshades will be deemed to weigh 10 pounds.

NOTE 3: Items not identified on the inventory as to contents will be settled by using the heaviest weight on the schedule for the container.

**14. Time limit for filing claims.**

As a condition precedent to recovery, a claim for any loss or damage must be filed in writing with the carrier within nine (9) months after delivery to consignee as shown on shipping document, or in case of failure to make delivery, then within nine (9) months after a reasonable

**MAXIMUM RATE TARIFF 4****ITEM 92 (Continued)  
CLAIMS FOR LOSS OR DAMAGE**

time for delivery has elapsed; and, suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts specified in the notice. Where a claim is not filed or suit is not instituted in accordance with the foregoing provisions, carrier shall not be liable and such claim need not be paid.

**15. Acknowledgment and settlement by carrier.**

Every carrier receiving a written claim for loss or damage to property transported by it shall acknowledge receipt of such claim in writing to claimant within 30 days after receipt by carrier or carrier's agent. The carrier shall, at the time claim is received, record date of receipt.

Every carrier receiving a written claim for loss or damage to property transported by it shall, in writing, pay, decline to pay, or make a firm compromise settlement offer to claimant within 60 days after receipt of claim by carrier or its agent. If carrier declines to pay or offers a lesser amount than sought, carrier shall, in writing, state the basis for denial or reduction. If for reasons beyond the control of carrier the claim cannot be processed and disposed of within 60 days after receipt, carrier at that time and at the expiration of each succeeding 30-day period while the claim remains pending, shall advise claimant in writing of the status of the claim and reasons for the delay in making final disposition thereof, and shall send a copy of such letter to the California Public Utilities Commission, Consumer Services Division, Governor Edmund G. (Pat) Brown Building, 505 Van Ness Avenue, San Francisco, California 94102.

**16. Claim register.**

Every carrier of used property as provided in this tariff, shall maintain a claim register, showing for each cargo loss and damage claim received, the claim number, date and amount; the shipping order or freight bill number and date; name of claimant; kind of commodity; date claim was paid; total amount paid (or date claim was disallowed and reasons); amount of salvage recovered, if any; amounts reimbursed by insurance companies, connecting carrier, or other, and the amount absorbed by the carrier. Each claim received shall be entered in the register and



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### ITEM 92 (Concluded) CLAIMS FOR LOSS OR DAMAGE

should be supported by the complete file of claim papers. However, if the original claim papers are retained by insurance companies, connecting carriers or other, the carrier's records shall contain copies of all documents and an acknowledgment from the party retaining the claim file that the original papers are in its possession.

#### 17. Salvage.

Whenever property transported by a carrier is damaged or alleged to be damaged and, as a consequence, is not delivered or is rejected or is refused upon tender to the owner, shipper, or consignee, carrier may follow the salvage rules. The carrier must give due notice to the owner and other parties that may have an interest in the property, whenever practicable to do so. After giving notice, carrier, if not advised to the contrary by the interested parties, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will dispose of the property only in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed.

Upon receipt of a claim on a shipment on which salvage had been processed in the manner described, carrier will record in its claim file the lot number assigned, the amount of money recovered, if any, for the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

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### ITEM 94 CLAIM SETTLEMENT SERVICE CHARGE

1. Upon request of a party, person, firm or establishment assuming liability for loss or damage in excess of the carrier's liability for a shipment on which credit has been extended by a carrier applicable to such shipment, the carrier will:

- (a) Investigate any loss or damage claim;

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4****ITEM 94 (Concluded) ◇  
CLAIM SETTLEMENT SERVICE CHARGE**

(b) Arrange for the repair of all damaged articles when appropriate, and make equitable settlement with shipper for all lost and damaged articles for which repair is not deemed appropriate. Carrier assumes only that portion of the amount required to settle the claim for which it is liable and any additional amount is to be borne by the person or firm assuming excess liability; and

(c) Render to the person or firm assuming excess liability an invoice payable in seven (7) days for the amount required to settle the claim which exceeds the carrier's liability, plus the charge provided for in this item.

2. The charge for all services described shall not exceed \$76.85 per shipment.

NOTE: Any charges or portions thereof for services of others engaged at the request of the person or firm assuming excess liability, which are over and above the amount for which carrier is liable under its bill of lading, will be at the expense of such person or firm and will be in addition to all other rates and charges.

**ITEM 96  
INABILITY TO MAKE DELIVERY**

1. In all instances where carrier is unable to locate the consignee, notification of inability to make delivery will be mailed, telegraphed or faxed to consignee, consignor or owner, or written notice delivered to the premises where actual delivery was to be made or to other notifying address. The shipment will then be placed in the nearest warehouse of carrier or, at carrier's option, in a public warehouse. Upon such placement, carrier's liability shall cease and liability shall thereafter be that of the warehouseman in possession.

2. In all instances where consignee is unable to take delivery or declines to accept delivery of the shipment, or where the shipment remains in carrier's possession pursuant to instructions of shipper or consignee and is not accorded storage-in-transit under provisions of Item 160, the shipment will be placed in the nearest warehouse of carrier or, at carrier's option, in a public warehouse. Upon such placement, carrier's liability shall cease and liability shall thereafter be that of the warehouseman in possession.

◇ Increase, Resolution TL-19101

**EFFECTIVE January 13, 2011**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

## MAXIMUM RATE TARIFF 4

### ITEM 96 (Concluded) INABILITY TO MAKE DELIVERY

3. In cases where a subsequent delivery is made, charges shall be assessed for subsequent delivery on the basis of rates lawfully applicable from carrier's warehouse or from public warehouse (as the case may be) to point of destination.

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### ITEM 100 DELAYS IN PICKUP OR DELIVERY

1. If a carrier agrees with a shipper to pick up a shipment of used household goods on a specified date and/or time and it is unable to fulfill that commitment, carrier shall notify shipper (or person designated by shipper), by telegram, telephone, or fax, at carrier's expense, as it becomes apparent that a promised date and/or time will not be met.
2. Whenever a carrier is unable to make delivery of a shipment of used household goods on the date or during the time period specified in the shipping order, carrier shall notify shipper (or person designated by shipper), by telegram, telephone, or fax, at carrier's expense, of the date on which the shipment will be delivered. Such notification shall be given not less than 24 hours prior to the date or during the period shown on the shipping order, except when the circumstances causing the delay occur at a later time, in which case the notice shall be given as soon as possible but in no event more than 24 hours after the occurrence. This requirement shall not apply when carrier is unable to obtain from shipper an address or telephone number for such notification.
3. Shipper may present claims for reimbursement for damages due to carrier negligence in failing to 1) pick up a shipment on the date promised or 2) deliver a shipment on the date or during the time period specified in the shipping order, Agreement for Moving Services, or other contract of carriage. Carrier shall respond in accordance with Item 92, paragraph 15.
4. When requested in writing by shipper, carrier will pick up a shipment on an agreed date and deliver the shipment within a span of two consecutive agreed dates. If pickup or delivery is not made on agreed dates, carrier shall pay shipper \$100 per day for each and every day pickup or delivery is delayed. This payment shall be in addition to any claim filed pursuant to paragraph 3 above. A written claim for such allowance shall be made within 30 days of delivery.

**EXCEPTION:** Shall not apply to shipments weighing less than 5,000 lbs. and/or transported less than 75 constructive miles.

**MAXIMUM RATE TARIFF 4**

**ITEM 104 \*  
COLLECTION OF CHARGES**

1. Transportation and accessorial charges may be collected by carriers prior to relinquishing physical possession of shipments entrusted to them for transportation. Whether carrier believes other charges are due or not, carrier must unload a shipment at destination upon payment of the Not To Exceed Price, plus all charges on valid Change Orders for Services. Payment of charges may be made by credit card, which shall be considered to be payment in cash for the purpose of this item. (See NOTE.)
2. Upon taking sufficient precautions to assure payment of charges, carriers may relinquish possession of freight in advance of payment of charges thereon and may extend credit in the amount of charges to those who undertake to pay them, such persons herein being called debtors.
3. Where a carrier has relinquished possession of freight and collected the amount of charges represented in the freight bill presented by it as the total amount of such charges, and another freight bill for additional charges is thereafter presented to the debtor, the carrier may extend credit in the amount of such additional charges.
4. Freight bills for all transportation and accessorial charges shall be presented to debtors within seven (7) calendar days from the first 12 o'clock midnight following delivery of the freight.
5. Debtors may elect to have their freight bills presented by means of the United States mail, and when the mail service is so used the time of mailing by carrier, as evidenced by postmark, shall be deemed to be the time of presentation of the freight bills.
6. For the purpose of this item, the mailing by debtor of satisfactory means (to carrier) of payment of freight charges, such as valid checks, drafts, or money orders, within the allowed credit period may be deemed to be the collection of charges within the credit period. In case of dispute as to time of mailing, the postmark shall be accepted as showing such time.

NOTE: A household goods carrier holding a valid permit from the Commission has a lien on used household goods and personal effects to secure payment in the amount of the Not To Exceed Price as agreed to in writing by the Consignor in accordance with Items 128 and 130, including the amount of any bona fide Change Order issued under Item 120, for transportation and additional services ordered by the Consignor. No lien attaches to food, medicine, or medical devices, items used to treat or assist an individual with a disability, or items used for the care of a minor child. Upon payment to the carrier of the amount of the Not To Exceed Price, plus the amount of any bona fide Change Order, the lien is extinguished and all household goods and personal effects shall be released to the consignee.

\* Change, Resolution TL-19040

**EFFECTIVE SEPTEMBER 6, 2004**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**ITEM 108  
ESTIMATED COST OF SERVICES**

**1. Carrier's Estimated Cost of Services.**

(a) Every carrier of household goods may give a shipper an estimate of costs for proposed services. The estimated cost shall be given only after visual inspection of the goods to be moved and shall be in writing.

(b) The estimated cost of services form (Estimate) shall contain all the information in Item 420. Across the top of each form shall be imprinted in red letters not less than 1/8 inch high the words "ESTIMATED COST OF SERVICES". The note entitled "IMPORTANT NOTICE", indicated in Item 420, shall be imprinted in letters not less than 10 point bold, universe or Gothic.

(c) The estimator shall:

(1) Base the Estimate on information contained in the Basis for Carrier's Estimated Cost of Services as indicated in Items 112 and 400 (see NOTE).

NOTE: The Table of Measurements and Estimate set forth in Item 410 shall also be used in connection with estimating charges based on weight.

(2) Consider all factors affecting the move at origin such as:

- a. flights
- b. long carries
- c. elevators
- d. hoisting and lowering

(3) Execute required documents completely and properly.

(4) Use cubic measurements no less than those shown for each article on the Table of Measurements and Estimate contained in Item 410 and determine the approximate weight of the shipment by multiplying total cubic feet of the shipment by seven (7) pounds per cubic foot for those shipments whose charges are based on weight.

(d) The Estimate shall be signed by carrier's estimator and duplicate given to shipper.

**MAXIMUM RATE TARIFF 4****ITEM 108 (Continued)  
ESTIMATED COST OF SERVICES**

(e) If total charges calculated in the Estimate exceed total charges calculated using the maximum fixed rate, the estimator shall note the difference in total charges on the Estimate.

(f) The original document shall be retained by the issuing carrier, subject to Commission inspection for a period of not less than three (3) years from the date of the freight bill or shipping order; or, from the date of the Estimate if the carrier does not perform the transportation.

**2. Maximum charges to be assessed by carrier on estimated services.**

(a) When an Estimate is issued no less than three (3) days before the day of the move, the maximum charge shall be the lesser of the following:

(1) The amount of the Estimate (plus the charges on a Change Order, if applicable), which may exceed the charges calculated using the maximum fixed rate.

(2) The charges calculated using the rates quoted in the Agreement for Moving Services (Agreement), multiplied by the actual units of measurement.

NOTE: Rates quoted on a Change Order to an Estimate may exceed maximum fixed rates when both the Change Order and Estimate are issued no less than three (3) days before the day of the move.

EXCEPTION to 2(a): If the carrier and shipper agree the amount of the estimate will be both the maximum and minimum amount due for services described in the Estimate, then the amount charged will be the amount of the Estimate. Agreement between carrier and shipper must be noted on both the Estimate and the Agreement by carrier applying minimum weights, hours or dollar amounts producing a price equal to the total estimated cost of services. In this case, weighing the load or recording hours is not required.

(b) When an Estimate is given less than three (3) days before the day of the move the maximum charge shall be the lesser of the following:

(1) The amount of the Estimate (plus the charges on a Change Order, if applicable), which shall not exceed the charges calculated using the maximum fixed rate.

**MAXIMUM RATE TARIFF 4****ITEM 108 (Concluded)  
ESTIMATED COST OF SERVICES**

- (2) The charges calculated using the rates quoted in the Agreement, multiplied by the actual units of measurement.

**NOTE:** No less than three days before the move means on or before the third day before the day of the move. For example, if Saturday is the day of the move, to exceed maximum fixed rates the Estimate must be given on or before Wednesday.

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**ITEM 112  
BASIS FOR CARRIER'S ESTIMATED COST OF SERVICES**

1. The carrier shall complete the Basis for Carrier's Estimated Cost of Services (Basis for Estimate) only after the estimator visually inspects the goods prior to determining the estimated cost of requested services. Such document shall be signed by shipper or shipper's representative and a duplicate given to shipper.
  2. The Basis for Estimate shall contain all the information set forth in Item 400. Across the top of each form shall be imprinted in red letters not less than 1/8 inch high the words "BASIS FOR CARRIER'S ESTIMATED COST OF SERVICES". The contents of the form shall also contain two shipper statements as indicated in Item 400, imprinted in letters not less than 10 point bold, universe or Gothic.
  3. The original document shall be retained and preserved by the issuing carrier, subject to Commission inspection, for a period of not less than three (3) years from the date of the freight bill or shipping order; or from the date of the Basis for Estimate if the carrier does not perform the transportation.
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**ITEM 116\*\*  
TABLE OF MEASUREMENTS AND ESTIMATE**

1. The carrier shall complete the Table of Measurements and Estimate when estimating charges on any shipment that will include service for which rates in this tariff are based on weight or cubic feet.
2. The Table of Measurements and Estimate shall be in the form set forth in Item 410 or a form containing the complete contents of Item 410 (see NOTE).

**MAXIMUM RATE TARIFF 4****ITEM 116 (Concluded)\*\*  
TABLE OF MEASUREMENTS AND ESTIMATE**

3. The Table of Measurements and Estimate contained in Item 410 shall be printed on the reverse side of Basis for Carrier's Estimated Cost of Services contained in Item 400.
4. The total cubic footage determined under the provisions of this item shall be multiplied by seven (7) to determine total approximate weight in pounds.

NOTE: Forms prepared or completed electronically on the job will be acceptable provided all requirements of this item are met.

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**ITEM 120  
CHANGE ORDER FOR SERVICES**

1. If shipper asks for additional services or adds additional articles to the shipment, not covered in the Basis for Carrier's Estimated Cost of Services or the Not To Exceed Price on the Agreement for Moving Services (Agreement), carrier shall prepare in duplicate a Change Order for Services in the form contained in Item 440. Such document shall be signed by carrier and shipper prior to commencement of performance of any specified service and the signed original delivered to shipper prior to or at time service is begun. The document shall contain the following information:

- (a) Date.
- (b) Shipping order/bill of lading number.
- (c) Name, address and T number of carrier or carriers.
- (d) Description of the additions to the shipment (itemize additional articles only).
- (e) Description of additional transportation and accessorial services to be performed (including number of helpers and number of packers to be provided).
- (f) Rates to be applied to additional articles or services.
- (g) Valuation of shipment, if different from that provided on the Agreement (subject to Item 136).
- (h) The following statements, placed in an appropriate area of the document in letters not less than 10 point bold, universe or Gothic:



**MAXIMUM RATE TARIFF 4****ITEM 120 (Concluded)\*/\*\*  
CHANGE ORDER FOR SERVICES**

(1) THIS WILL CERTIFY AND ATTEST THAT SHIPPER OR SHIPPER'S REPRESENTATIVE AS SHOWN ON ORDER FOR SERVICE NO. \_\_\_\_\_ DATED \_\_\_\_\_ WITH (CARRIER'S NAME) \_\_\_\_\_ REQUESTS THE ADDITIONAL SERVICES AND CHARGES AS INDICATED ON REVERSE OF THIS FORM.

(2) THE ARTICLES LISTED WILL BE INCLUDED IN THE VALUATION DECLARED IN THE AGREEMENT FOR MOVING SERVICES UNLESS A CHANGE IS REQUESTED.

(3) I UNDERSTAND THAT I MAY BE REQUIRED TO PAY FOR THE SERVICES REQUESTED ABOVE AT TIME OF DELIVERY. THESE CHARGES ARE IN ADDITION TO THOSE CHARGES SET FORTH IN THE ESTIMATED COST OF SERVICES AND/OR AGREEMENT FOR MOVING SERVICES. CARRIER IS NOT REQUIRED TO EXTEND CREDIT IN THE AMOUNT OF THE CHARGES ACCRUED FOR THE ABOVE ADDITIONAL SERVICES. I HAVE READ THIS CONTRACT AND AGREE WITH THE PROVISIONS HEREIN, AND HAVE RECEIVED A COPY.

(i) The following statement placed in an appropriate area of the document in letters not less than 12 point bold, caps:

I UNDERSTAND THAT THE COST FOR SERVICES RENDERED WILL "NOT EXCEED" \_\_\_\_\_

(Initial)

(j) Signature of carrier and shipper or shipper's representative.

2. A duplicate document shall be retained and preserved by the issuing carrier, subject to Commission inspection, for a period of not less than three (3) years from date delivered.

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**ITEM 128  
AGREEMENT FOR MOVING SERVICES**

1. Carrier shall prepare an Agreement for Moving Services (Agreement) for all shippers who provide information in sufficient detail for carrier to complete the Agreement, regardless of shipper commitment to engage services of that carrier. An original or copy of such document shall be delivered by mail, or other convenient means, to shipper no less than three (3) days before the day of the move. Failure to deliver the Agreement in a timely manner or to complete the document as required herein will result in rates being assessed in accordance with Item 28,

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4****ITEM 128 (Continued)  
AGREEMENT FOR MOVING SERVICES**

paragraph 3. Such document shall be complete in details, including carrier's initial signature binding carrier to the quoted rates. The Not To Exceed Price and carrier's final signature must be added no later than the day of the move, but prior to performing any service in commencement of the move.

**NOTE:** No less than three (3) days means the Agreement must be in the hands of shipper on the third day before the day of the move. For example, if Saturday is the day of the move, the Agreement must be in the hands of shipper on Wednesday.

**EXCEPTION 1:** If shipper's first contact with carrier is less than three (3) days before the day of the move, the Agreement may be completed on the day of the move.

**EXCEPTION 2:** No less than three days before the move begins the carrier must provide the shipper with either a completed Agreement (except for the Not to Exceed Price and final carrier signature) or a blank Agreement (so the shipper who elects to waive advance receipt of the Agreement can still see the other standard terms, conditions, and limitations printed on the Agreement and be informed of what items (e.g., written rate quotation) are being waived). The shipper's signature waiving advance receipt of the Agreement may be obtained on the day of the move, but issuance of a fully completed Agreement on the day of the move before the move begins – including the Not to Exceed Price – can never be waived.

**EXCEPTION 3:** For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual agreements for each move. Such Master Agreement must accomplish the purpose of this tariff, not violate the intent of the tariff, and shipping documents must reference the Master Agreement where appropriate.

2. The Agreement shall be signed by carrier and shipper prior to commencement of performance of any specified service, and the signed original or duplicate delivered to shipper prior to or at time service is begun. Such document shall contain the following information:

- (a) Name, address and T number of carrier or carriers.
- (b) Date move is tendered.
- (c) Date Agreement issued.
- (d) Date and time of pickup requested or other arrangement.
- (e) Names of shippers and consignees.
- (f) Name, address or telephone number of party to be notified. (See NOTE 1.)
- (g) Description of notification and delivery arrangements.

**MAXIMUM RATE TARIFF 4****ITEM 128 (Continued) \*  
AGREEMENT FOR MOVING SERVICES**

- (h) Points of origin and destination.
- (i) Description of shipment, in sufficient detail to determine the articles and services included in the Not To Exceed Price.
- (j) Description of transportation and accessorial services to be performed (including number of helpers and number of packers to be provided).
- (k) Rates and charges quoted for the services described in the documents, including any minimums (hours, weights, packing materials and per pound valuation requirements). (See NOTE 2.)
- (l) Valuation of shipment. (See NOTES 3 and 4.)
- (m) Signatures of carrier and shipper.
- (n) Name, address and telephone number of a person to whom notification provided for in Item 100 shall be given, except when this cannot be obtained from shipper.
- (o) Preferred delivery date or time period within which delivery may be expected at destination.
- (p) Whether payment is to be made in cash, check, or by credit card.
- (q) A Not To Exceed Price showing the maximum amount that may be charged for services listed. This will be the total amount shown on the Estimated Cost of Services, when issued, plus the total amount shown on any Change Order for Services (Change Order) issued before the Agreement is signed. Change Orders issued after the Agreement is signed will affect the Not To Exceed Price directly. (See NOTE 5.)
- (r) A Consumer Protections and/or Waivers section as set forth in Item 450. Each of the following elements shall be included:
  - (1) Explanation of carrier's obligation to ensure shipper has received the booklet "Important Information for Persons Moving Household Goods." Shipper must initial a statement "I have received the booklet".
  - (2) Explanation of all loss and damage protection options. Shipper shall make a valuation declaration.
  - (3) Explanation of carrier's obligation to ensure shipper has the Agreement no less than three (3) days before the day of the move, and the conditions under which said obligation is nullified.

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**ITEM 128 (Continued) \***  
**AGREEMENT FOR MOVING SERVICES**

(4) Shipper's signature.

3. The form of the Agreement in Item 450 will be suitable and proper. The format may be that most convenient for carrier. Such form may be combined with the shipping document into a single document, provided that:

- (a) such single document (and its issuance) is in compliance with the provisions of this item and Item 132;
- (b) such single document is properly identified as to what it purports to be; and
- (c) carrier maintains a copy of the signed Agreement separate from the shipping document.

4. The original or duplicate documents (including a Master Agreement if one is referenced) shall be retained and preserved by the issuing carrier, subject to Commission inspection, for a period of not less than three (3) years from date issued for all documents except Master Agreements. Master Agreements shall be retained for a period of not less than three (3) years from date of expiration or cancellation.

5. The carrier must relinquish possession of the shipment upon payment of the applicable Not To Exceed Price plus the charges for all services listed on a Change Order issued after the Agreement is signed. Charges collected by carrier in excess of those based on rates quoted in the Agreement, Estimate, and/or Change order shall be refunded to debtor within ten (10) days of collection.

6. In the event of conflicting valuation declarations, valuation protection levels and/or rates for valuation, the figures and levels indicated on the Agreement will apply, except when a Change Order that indicates different valuation figures or levels is issued.

NOTE 1: Carrier shall request of shipper, a notification party and notification address or telephone number. When shipper cannot furnish such information, or declines to do so, that fact must be shown on the document.

NOTE 2: The following statement shall be placed upon the document:

**IMPORTANT NOTICE**

(a) No rates higher than the Maximum Fixed Rates promulgated in the California Public Utilities Commission's Maximum Rate Tariff 4 may be quoted or charged, unless an Estimated Cost of Services has been issued three (3) days or more before the day of the move.

**MAXIMUM RATE TARIFF 4****ITEM 128 (Concluded) \***  
**AGREEMENT FOR MOVING SERVICES**

The Not To Exceed Price shall be no higher than the Estimated Cost of Services plus any Change Order for Services issued prior to signing this Agreement. The maximum charge shall be the quoted rates applied to: the number of hours, weight, or number of other units of measurement, but no higher than the Not To Exceed Price.

(b) Copies of the California Public Utilities Commission's Maximum Rate Tariff 4 are open for public inspection at the Commission's offices in San Francisco and Los Angeles at the carrier's office: \_\_\_\_\_

(designate location)

NOTE 3: The following statement shall be placed on the Agreement in the Consumer Protection and/or Waivers section under the heading VALUATION DECLARATION:

NOTICE: Coverage For Loss And Damage Is Limited To The Actual Cash Value Of Losses Up To The Amount Of \$20,000 Unless The Shipper Signing This Contract Inserts In The Space Below, In His (Or Her) Own Handwriting, Another Value. You May Be Charged For Coverage Provided Other Than \$.60 Per Pound Per Article.

Shipper hereby releases the entire shipment to a value not exceeding  
\$ \_\_\_\_\_

(To be completed by shipper signing below.)

(As provided in Item 450, each valuation option offered by carrier must be listed, with carrier's charge, and a space for shipper to initial choice of coverage. In addition, if carrier elects to apply a minimum per pound valuation level, the carrier must so state.)

NOTE 4: The following statement shall be placed on the Agreement: EXECUTION OF THE AGREEMENT DOES NOT EXEMPT CARRIER FROM COMPLIANCE WITH ANY PROVISION OF LAW OR PUBLIC UTILITIES COMMISSION RULES OR REGULATIONS, EVEN THOUGH NOT EXPRESSLY SET FORTH IN THE AGREEMENT.

NOTE 5: The Not To Exceed Price may not be preprinted, shall be just and reasonable, and shall be established in good faith based on the specific circumstances of the services to be performed.

**MAXIMUM RATE TARIFF 4**

**ITEM 130 \***

**IMPORTANT NOTICE ABOUT YOUR MOVE**

At least three days prior to the date scheduled for the transportation of household goods or personal effects, the consignor shall be provided with a completed "Important Notice About Your Move" containing a Not To Exceed amount for the transportation and related services described. If the consignor requests services on a date that is less than three days before the scheduled date for transportation of the household goods or personal effects, the carrier shall provide the notice as soon as practicable, but in no event may the carrier commence any services until the consignor has signed and received a signed copy of the notice. The carrier shall obtain sufficient information from the consignor to fill out the form and shall include the correct maximum amount and a sufficient description of services that will be performed. The maximum amount shown shall not be preprinted, shall be just and reasonable, and shall be established in good faith by the carrier based on the specific circumstances of the services to be performed.

The Not To Exceed amount set forth in the notice, and in the Agreement For Moving Services issued in accordance with Item 128, shall be the maximum total dollar amount for which the consignor may be liable for the transportation of household goods and personal effects and any additional services ordered by the consignor (including any valid Change Order For Services issued under Item 120) and agreed to by the consignor before any goods or personal effects are moved from their location or any other services are performed.

The carrier may provide the notice set forth in this item either as a separate document or by including it as the centerfold of the informational booklet required to be issued in accordance with Item 88, Paragraph 9. If the carrier provides the notice as part of the informational booklet, the booklet shall contain a tab that extends beyond the edge of the booklet at the place where the notice is included. The statement "Important Notice" shall be printed on the tab in at least 12-point boldface type. In addition, the statement "Customer Must Read and Sign The Important Notice In The Middle Of This Booklet Before a Move Can Begin" shall be set forth in 14-point boldface type on the front cover of the booklet.

The notice shall be in the form contained in Item 465. It shall be printed in at least 12-point type, except the title and first two paragraphs, which shall be printed in boldface type. The carrier shall retain a copy of the notice for not less than three (3) years from the date the notice was signed by the consignor. Any waiver of the requirements of this item is void and unenforceable.

**MAXIMUM RATE TARIFF 4****ITEM 132  
SHIPPING ORDER AND FREIGHT BILL**

1. A shipping document shall be issued by carrier to shipper for each shipment received for transportation. The shipping document shall show the following information:

- (a) Name, address and T number of carrier.
- (b) All names, both real and fictitious, used by carrier in conducting its operations.
- (c) Identification of the carrier name under which the particular transportation is performed where more than one name is listed.
- (d) The address of carrier's principal place of business, designated as such and of such local offices as may be desired where business with the public is conducted.
- (e) Date Issued.
- (f) Name of each shipper and consignee.
- (g) Points of origin and destination.
- (h) Description of the shipment.
- (i) Unit of measurement upon which charges are based, namely:
  - (1) Actual time and minimum number of hours; or
  - (2) Actual number of pieces; or,
  - (3) Actual and minimum weight; or
  - (4) Minimum per pound valuations.
- (j) Deductions in time, if any, and reasons therefore.
- (k) Number of helpers and packers.
- (l) Rates and charges assessed.
- (m) Description of accessorial services performed, if any, and each separate charge therefore.
- (n) Signature of carrier or his agent.
- (o) Such other information as may be necessary to make an accurate determination of the applicable rate and charge.
- (p) Name, address and telephone number of a person to whom notification provided for in Item 100 shall be given, except when this cannot be obtained from the shipper.
- (q) Preferred delivery date or the period of time within which delivery of the shipment may be expected to be made at destination.
- (r) Not To Exceed Price.
- (s) Total charges on Estimated Cost of Services and Change Order for Services.
- (t) Whether payment is to be made by use of credit card.
- (u) The following notice whenever a carrier requires a signed statement acknowledging delivery and receipt of goods:

**NOTICE: PLEASE INSPECT YOUR GOODS PROMPTLY. CLAIMS FOR ANY LOST OR DAMAGED GOODS MUST BE FILED WITH THE CARRIER IN WRITING.**

**MAXIMUM RATE TARIFF 4****ITEM 132 (Concluded)  
SHIPPING ORDER AND FREIGHT BILL**

2. The form of shipping document in Item 460 will be suitable and proper. Such form may be combined with the Agreement for Moving Services into a single document provided such single document (and the issuance thereof) is in compliance with the provisions of Item 128 and is properly identified as to what it purports to be.
3. A duplicate of each shipping document, freight bill, accessorial service document, weighmaster's certificate, written instructions, written agreement, written request, Master Agreement or any other written document supporting rates and charges assessed and which the carrier is required to issue, receive or obtain by this tariff for any transportation or accessorial service shall be retained and preserved by the carrier, at a location within the State of California, subject to Commission inspection, for a period of not less than three (3) years from:
  - (a) date of expiration or cancellation, for a master Agreement;
  - (b) date of issuance, for all other documents.

A copy of each such document pertaining to the shipment shall be given to shipper when charges are collected.

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**ITEM 136\*/e  
DECLARATION OF VALUE --VALUATION RATES**

1. The transportation rates provided in this tariff are based upon a declared value of \$0.60 per pound per article, for the actual weight of any article(s) in a shipment. The declared value shall be deemed to relate to all services undertaken by carrier or its agents.
2. Unless shipper expressly declares a value other than \$20,000 for the shipment, carrier's maximum liability for lost and damaged articles in a shipment shall be up to \$20,000 of actual cash value.
3. The declared value must be entered on the Agreement for Moving Services (Agreement) and signed by shipper, as described in Item 128, NOTE 3. (See NOTES 1 and 2.)
4. Carrier must state the valuation rates on the Agreement when issued. If carrier fails to do so, the rate shall default to \$0 (zero) for each \$100 (or fraction thereof) of declared value.
5. Each shipping piece or package and contents thereof shall constitute an article, except that total component parts of any article taken apart or knocked down for handling and loading in vehicle shall constitute one article for the purpose of determining carrier's liability. When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece or loose items not enclosed within a package in such containers, lift vans or shipping boxes will constitute the article.



**MAXIMUM RATE TARIFF 4****ITEM 136 (Continued)\*0  
DECLARATION OF VALUE - VALUATION RATES**

6. When Actual Cash Value protection is ordered in writing by the shipper, or if protection defaults to Actual Cash Value up to \$20,000 because no value is declared, carrier shall guarantee recovery for articles lost and damaged while in its possession at the actual cash value up to the declared value, or if none, \$20,000.

The maximum fixed rate for Actual Cash Value protection provided by the carrier will be \$0.75 for each \$100 (or fraction thereof) of declared value. (An additional valuation charge for storage-in-transit shall apply; see Note 3.)

7. When Full Value protection is ordered in writing by the shipper, carrier shall guarantee either replacement, reimbursement for full replacement cost, or satisfactory repairs of article(s) lost or damaged while in carrier's custody, up to the declared value. (See Note 4.)

The maximum fixed rate for Full Value protection provided by the carrier will be \$1.40 for each \$100 (or fraction thereof) of declared value. (An additional valuation charge for storage-in-transit may apply; see Note 3.)

(a) When shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.45 for each \$100 (or fraction thereof) of declared value. (See Note 5.)

(b) When shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.25 for each \$100 (or fraction thereof) of declared value. (See Note 5.)

8. When protection during storage-in-transit is ordered in writing by the shipper, carrier shall guarantee recovery of goods up to the declared value at the protection level chosen by the shipper. (See Notes 3 and 6.)

(a) The maximum fixed rate for Actual Cash Value protection while shipment is in storage-in-transit will be \$0.15 for each \$100 (or fraction thereof) of declared value.

(b) The maximum fixed rate for Full Value protection while shipment is in storage-in-transit will be \$0.25 for each \$100 (or fraction thereof) of declared value.

(1) When shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.10 for each \$100 (or fraction thereof) of declared value. (See Note 5.)

(2) When shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.05 for each \$100 (or fraction thereof) of declared value. (See Note 5.)

**MAXIMUM RATE TARIFF 4**

**ITEM 136 (Concluded)  
DECLARATION OF VALUE - VALUATION RATES**

9. In the event of conflicting valuation declarations, valuation protection levels and/or rates for valuation, the figures and levels indicated on the Agreement will apply, except when a Change Order for Services that indicates different figures or levels is issued.

NOTE 1: Where shipper is the employer of the actual owner of the used household goods being transported and is responsible for all charges in connection with the move, shipper may declare the value of the shipment to be a lump sum other than \$20,000 by (a) specification made on a purchase order, or (b) issuing in advance of shipping date an appropriate letter of instructions to carrier. In such instances, carrier must incorporate the instructions by reference to the document in (a) or (b) above in the Agreement in lieu of the personal signature and handwritten statement relating to declared rates.

NOTE 2: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual Agreements for each move. Such Master Agreement must accomplish the purpose of this tariff, not violate the intent of the tariff, and the shipping documents must reference the Master Agreement where appropriate.

NOTE 3: On shipments accorded storage-in-transit under the provisions of Item 160, separate valuation charges may be assessed for the transportation from initial point of origin to point of storage and for the transportation from point of storage to point of destination.

NOTE 4: The carrier's guarantee of Full Value protection must be covered by insurance as provided in General Order 136 series unless the Commission has approved an application for furnishing alternative protection pursuant to General Order 136 series.

NOTE 5: When shipper presents a properly documented claim for lost or non-delivered article(s) and the investigation establishes the carrier's liability for the lost or non-delivered article(s), no deductible shall apply.

NOTE 6: No charge shall be made where storage-in-transit of a shipment is undertaken for carrier's convenience.

**MAXIMUM RATE TARIFF 4**

**ITEM 140 ◇**  
**FLIGHT AND LONG CARRY RATES**

(See Notes 1 and 2)

When pickup or delivery of a shipment requires flight or long carry service, the following rates per pickup or delivery per flight and/or long carry are the maximum fixed rates to be assessed:

Maximum Fixed Rates  
For Flight and/or Long Carry

1. Shipment Rate Basis

Hourly under Item 320.....	No additional
Piece under Item 330.....	\$4.25 per piece
Distance under Item 310 or 390.....	\$1.45 per 100 pounds
(See Note 3.)	

2. Pipe Organs, Grand Pianos, Harpsichords and all other types of pianos and organs not capable of being conveniently hand carried by the one person

(a) Inside a building or house:

First Flight .....	\$26.00 (See Notes 4 and 6)
Each additional Flight.....	\$13.05

(b) Outside a building or house:

First Flight.....	\$26.00
Each additional Step.....	\$ 0.60

**NOTE 1: FLIGHT CARRY** for shipments of goods other than those described in paragraph 2 means a carry involving: (a) a series of at least eight (8) but not over 20 stairway steps, except when inside a single dwelling; (b) each series of not more than 20 stairway steps in excess of the first 20, except when inside a single dwelling; (c) elevator service other than vehicular (motor vehicle) elevator service.

For the purpose of calculating the number of stairway steps in a series, a landing or level area occurring at a point on the stairway shall not be deemed to break the continuity of the series.

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San Francisco, California

**MAXIMUM RATE TARIFF 4****ITEM 140 (Concluded)  
FLIGHT AND LONG CARRY RATES**

NOTE 2: LONG CARRY means each 50 feet or portion thereof carried in excess of the first 75 feet when, through no fault of the carrier, its unit of equipment cannot be placed 75 feet or closer to a stairway or other entrance of the dwelling at which the shipment, or component thereof, is to be picked up or delivered.

NOTE 3: Charges shall be based upon the actual weight of the article(s) for which flight or long carry service is provided.

NOTE 4: For shipments of goods described in paragraph 2(a) of this item the first flight inside a building or house shall consist of at least eight (8) steps. Additional flights shall be defined as the number of complete floors above or below the first flight. If an elevator is employed, it will be considered one flight.

NOTE 5: For shipments of goods described in paragraph 2 of this item the first flight outside a building or house shall consist of at least eight (8) but not more than 20 steps. Steps less than 8 will not be considered a flight.

NOTE 6: Flight carry charges apply each time service is rendered.

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**ITEM 148  
SPLIT PICKUP**

Split pickup service may be accorded subject to the following conditions.

1. The charge for the composite shipment shall be paid by a single debtor.
2. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at the point of origin of each component part and in unloading at point of destination, PLUS
    - (2) The applicable rate for double the driving time expended between each such point (see NOTE).

**MAXIMUM RATE TARIFF 4****ITEM 148 (Concluded) ◇  
SPLIT PICKUP**

(b) Under distance rates (Items 310 and 390), apply:

- (1) The applicable rate for the total weight of the composite shipment to point of destination from the point of origin which produces the shortest distance via the other point or points of origin, PLUS
- (2) An additional charge of not more than \$88.90 for each stop to load between first point of origin and point of destination.

NOTE: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 136.

**ITEM 152  
SPLIT DELIVERY**

Split delivery service may be accorded subject to the following conditions.

1. The charge for the composite shipment shall be paid by a single debtor.
2. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at point of origin in unloading at point of destination of each component part, PLUS
    - (2) The applicable rate for double the driving time expended between each such point (see NOTE).

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San Francisco, California**

**MAXIMUM RATE TARIFF 4**

**ITEM 152 (Concluded) ◇**  
**SPLIT DELIVERY**

(b) Under distance rates (Items 310 and 390), apply:

- (1) The applicable rate for the total weight of the composite shipment from point of origin to that point of destination which produces the shortest distance via the other point or points of destination, PLUS
- (2) An additional charge of not more than \$88.90 for each stop to unload between point of origin and final point of destination.

NOTE: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 36.

**ITEM 156**  
**SPLIT PICKUP AND SPLIT DELIVERY IN COMBINATION**

(See Note 1.)

Split pickup and split delivery service may be accorded in combination subject to the following conditions.

1. The entire shipment must be picked up within a 24-hour period and shall be comprised of a minimum of four (4) component parts.
2. The charge for the composite shipment shall be paid by a single debtor.
3. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at each point of origin and in unloading at each point of destination, PLUS
    - (2) The applicable rate for double the driving time expended between point of origin of any component part and point of destination of any component part via the remaining points of origin and destination.  
 (See Note 2.)

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**San Francisco, California**

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**ITEM 156 (Concluded) ◇**  
**SPLIT PICKUP AND SPLIT DELIVERY IN COMBINATION**

(b) Under distance rates (Item 310), apply:

- (1) The applicable rate for the total weight of the composite shipment from the point of origin to the point of destination which produces the shortest distance via the remaining points of origin and destination, PLUS
- (2) An additional charge of not more than \$88.90 for each stop to load or unload between first point of origin and final point of destination.

NOTE 1: The provisions of this item shall not apply on shipments afforded storage-in-transit under the provisions of Item 160.

NOTE 2: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 36.

**ITEM 160**  
**STORAGE-IN-TRANSIT**

(See Notes 1 and 2.)

1. At the request of consignor or consignee, a shipment may be accorded one-time storage-in-transit at a point between point of origin and point of destination for a period not to exceed 90 days from the date of unloading at storage point. (See Note 1.)

2. Maximum charges shall be computed on the following basis:

- (a) The applicable transportation rate (including transportation valuation, if any, as provided in Item 136) from initial point of origin to point of storage, PLUS
- (b) The applicable transportation rate (including transportation valuation, if any, as provided in Item 136) from point of storage to point of destination, PLUS

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**MAXIMUM RATE TARIFF 4****ITEM 160 (Concluded) ◇  
STORAGE-IN-TRANSIT**

- (c) A one-time warehouse handling charge of up to either \$5.90 per 100 pounds on the stored weight or \$29.45, whichever is greater, PLUS
- (d) A storage charge of up to either \$2.00 per 100 pounds on the stored weight or \$10.00, whichever is greater, for the first day, and up to \$0.11 per 100 pounds per day for each additional day the shipment remains in storage, PLUS
- (e) The storage-in-transit valuation charge, if any, as provided in Item 136.

NOTE 1: In the event a shipment remains in storage in excess of 90 days, the point of storage shall be considered the point of destination and thereafter, the shipment shall be subject to the rules, regulations and charges of the individual warehouseman. The subsequent transportation from point of storage to point of delivery shall be considered a separate shipment. In the event the ultimate destination of a shipment afforded storage-in-transit is not known at the time of pickup at point of origin, transportation from point of storage to point of delivery shall be considered a separate shipment, regardless of the duration of the storage provided.

NOTE 2: On shipments subject to hourly rates both into and out of point of storage-in-transit the weight of the shipment, for purposes of determining the warehouse handling and storage charges, may be estimated by multiplying the total cubic feet of storage space occupied by the shipment on the warehouse platform or in the warehouse by seven (7) pounds per cubic foot.

**ITEM 164  
LIGHT AND BULKY ARTICLES**

When a distance rated shipment includes bulky articles as named below, the following maximum loading and unloading charges or weight additive may be applied.

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**MAXIMUM RATE TARIFF 4**

**ITEM 164 (Continued) ♦  
LIGHT AND BULKY ARTICLES**

LOADING AND UNLOADING CHARGES include BOTH loading and unloading service and the handling and blocking of such article, and applies each time loading and unloading service is required, including shipments requiring storage-in-transit (except for carrier convenience).

	Per	Maximum Rates (in Dollars)
AUTOMOBILES, TRUCKS OR VANS including dune buggies and all terrain and specialty motor vehicles, which for the purpose of this item shall be classified as an automobile.....	Each	\$125.00
MOTORCYCLES OF 250 cc and over.....	Each	\$79.75
TRACTORS AND RIDING MOWERS of 25 horsepower.....	Each	\$95.75
TRACTORS AND RIDING MOWERS of less than 25 horsepower....	Each	\$63.80
SNOWMOBILES OR RIDING GOLF CARTS.....	Each	\$63.80
BOATS, CANOES, SKIFFS, LIGHT ROWBOATS, KAYAKS, SAILBOATS AND BOAT TRAILERS (See weight additives below.)		
TRAILERS, including utility and pop-up trailers (for boat trailers, travel camper trailers and mini-mobile homes, see weight additives below).....	Each	\$71.70
CAMPERS, UNMOUNTED ON TRUCKS, designed to carriage on pickup trucks (for travel camper trailers and mini-mobile homes, see weight additives below).....	Each	\$181.40
CAMPERS, MOUNTED ON PICKUP TRUCKS (for travel camper trailers and mini-mobile homes, see weight additives below).....	Each	\$181.40
PIPE ORGANS, GRAND PIANOS, HARPSICHORDS and all other types of PIANOS and ORGANS (any size) (excluding portable organs, pianos or harpsichords capable of being conveniently hand carried by one person).....	Each	\$81.15

♦ Increase, Resolution TL-19101

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**MAXIMUM RATE TARIFF 4**

**ITEM 164 (Continued) ◇  
LIGHT AND BULKY ARTICLES**

	Per	Maximum Rates (in Dollars)
PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS and including animal and bird shelters (transported set up, not dismantled) in excess of 100 cubic feet .....	Each	\$119.55
HOT TUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS (transported set up, not dismantled) in excess of 100 cubic feet.....	Each	\$119.55
SATELLITE TELEVISION OR RADIO RECEIVING DISCS OR DISHES, INCLUDING MOUNTS, STANDS AND ACCESSORIAL EQUIPMENT		
Disc/Dish Outside Diameter 4 feet or less.....	Each	\$63.80
Over 4 feet but not over 8 feet.....	Each	\$95.75
Over 8 feet but not over 12 feet.....	Each	\$141.60
Over 12 feet.....	Each	\$221.35

**WEIGHT ADDITIVES:** When shipment includes travel camper trailers, mini-mobile homes (other than utility and pop-up trailers), airplanes, boats, light rowboats, kayaks, canoes, gliders (except hang gliders), skiffs, sailboats and/or boat trailers, the transportation charges will be based on the net scale weight of the shipment, plus a weight additive calculated in accordance with the table show below:

**AIRPLANES OR GLIDERS** (except hang gliders): 120 pounds per linear foot of total length of the fuselage

**BOATS** 14 ft. and over in length: 115 pounds per linear foot.

**BOAT TRAILERS** any length: 75 pounds per linear foot.

**CANOES, SKIFFS, LIGHT ROWBOATS AND KAYAKS** 14 ft. and over in length: 40 pounds per linear foot.

**SAILBOATS** 14 ft. and over in length: 125 pounds per linear foot.

**TRAVEL CAMPER TRAILERS AND MINI-MOBILE HOMES** (other than utility and pop-up trailers): 300 pounds per linear foot.

◇ Increase, Resolution TL-19101

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**Issued by the Public Utilities Commission of the State of California  
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**MAXIMUM RATE TARIFF 4****ITEM 164  
LIGHT AND BULKY ARTICLES (Concluded)**

**NOTE 1:** This weight additive **WILL NOT APPLY** to boats, canoes, skiffs, light rowboats, kayaks or sailboats of less than 14 ft. in length, nor to dinghies or sculls any size.

**NOTE 2:** When shipment contains two or more articles subject to the weight additive, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately.

**NOTE 3:** In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

**NOTE 4:** The length of boats, canoes, skiffs, light rowboats, kayaks or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost of the bow, Manufacturer's "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurement by carrier.

**NOTE 5:** The length of boat trailers shall be the straight center line distance from a point equal to the rearmost part of the trailer to foremost part of the trailer tongue. Manufacturer's "length overall" shall apply as the correct length for the purposes of this item in lieu of physical measurement by carrier.

**NOTE 6:** The Light and Bulky Articles Charge or the Weight Additive **MAY APPLY** for the following items, tendered either whole or in a disassembled or partially disassembled condition: automobiles, trucks, vans, dune buggies, all terrain and specialty motor vehicles, motorcycles, boats, canoes, skiffs, sailboats, boat trailers, tractors, riding mowers, snow mobiles, riding golf carts, trailers, campers, airplanes and gliders.

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**ITEM 168  
RIGGING, HOISTING OR LOWERING**

When it is necessary to use rigging, hoisting or lowering services to accomplish pickup or delivery of a shipment, carrier shall perform such services at rates no higher than those provided in Item 320, subject to carrier's ability to furnish proper equipment and experienced personnel.

If requested by shipper, carrier shall act as shipper's agent to secure such services from a third party, if available. All charges of third persons must be paid by shipper and are in addition to all other charges named herein.

**MAXIMUM RATE TARIFF 4**

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**ITEM 172**  
**DISASSEMBLING AND REASSEMBLING**

Distance Rates in Items 310, 330 and 390 DO NOT include removing any outdoor articles embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms or other outdoor articles of similar nature, nor the assembling or disassembling of unusual articles found inside of buildings such as German schranks, water beds, steel shelving, pool tables, elongated work tables, counters, etc. Upon request of shipper, carrier will disassemble or reassemble such articles, subject to charges provided in Item 320. The shipper will be required to furnish, at the time of reassembling, any new hardware, nuts, bolts, etc., necessary to perform the service.

**ITEM 176 ◇**  
**APPLIANCE SERVICING**

1. Distance rates in Items 310, 330 and 390 DO NOT include the servicing or re-servicing of articles or appliances including, but not limited to washing machines, refrigerators, deep freeze cabinets, air conditioners, grandfather clocks, radios, record players and television sets, which, if not properly serviced, may be damaged in or incident to transit. Carrier assumes no liability for such damage unless such articles are serviced as provided in Notes 1 and 2 of this item, or unless such damage is caused by negligence on the part of carrier.

2. Upon request of shipper, on shipments subject to distance rates specified in paragraph 1 of this item, carrier will service or re-service appliances or other articles subject to the rates specified in paragraph 3 below. (See Notes 1 and 2.)

3. The following maximum fixed rates shall apply for servicing or re-servicing appliances, as specified by this item. (See Note 3.)

Servicing or Re-servicing of Appliances:

	TERRITORY	
	A	B
First Item.....	\$15.45	\$13.65
Each Additional Item .....	\$10.20	\$ 9.00

NOTE 1: If carrier does not possess the qualified personnel to properly service and re-service such articles or appliances, carrier will upon request of, and as agent for shipper, engage third persons to perform the servicing and re-servicing. All charges of

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**MAXIMUM RATE TARIFF 4****ITEM 176****APPLIANCE SERVICING (Concluded)**

third persons must be paid by shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by carrier, and billed as an Advanced Charge as provided in Item 180.

NOTE 2: Carrier reserves the right to inspect articles or appliances to determine whether they are in good working order before accepting them for shipment. Carrier assumes no liability whatsoever for the charges of third persons for the resynchronization of grandfather clocks including the pendulum or weights therefor which were disassembled at origin by carrier, or the returning, refocusing or other adjustments of television sets unless such services were made necessary due to carrier's negligence.

NOTE 3: The applicable rate shall be that for the territory where the service is provided. For description of territories see Item 210.

---

**ITEM 180****ADVANCED CHARGES**

Charges advanced by carrier for services of others engaged at the request of shipper will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The advanced charges are in addition to and shall be collected with all other charges.

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**ITEM 184****SHUTTLE SERVICE**

1. It is the responsibility of shipper to make the shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
2. When it is physically impossible for carrier to perform pickup of shipment at origin or to complete delivery of shipment at destination with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pickup or tender delivery at destination at nearest point of approach to desired location where road haul equipment can be made safely accessible.

**MAXIMUM RATE TARIFF 4**

**ITEM 184 (Concluded)  
SHUTTLE SERVICE**

3. Upon request of shipper, carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor to transfer the shipment between the origin or destination and nearest point of approach by the carrier's road haul equipment. Such service shall be provided at rates no higher than those in Item 320, and shall be in addition to all other transportation or accessorial charges.

4. If shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination, Item 96 (Inability to Make Delivery) shall apply.

**MAXIMUM RATE TARIFF 4**

**SECTION 2**

**TERRITORIES**

**\*\*Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4**

**Item 200 \*\***

**APPLICATION OF TERRITORIAL DESCRIPTIONS**

Territories described in this section apply in connection with rates and regulations making references thereto.

**Item 210 \*\*/ø**

**DESCRIPTIONS OF TERRITORIES (See Map in Item 230.)**

**TERRITORY A**

The City and County of San Francisco and the Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara, Santa Cruz and Sonoma.

**TERRITORY B**

All Counties in the state not included in Territory A.

**Item 220 \*\***

**DESCRIPTION OF REGIONS (See Map in Item 240.)**

Item Eliminated.

**\*\*/ø Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**



**MAXIMUM RATE TARIFF 4**

**Item 220 (Continued) \*\*  
DESCRIPTION OF REGIONS**

Item Eliminated

**\*\* Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4**

**Item 220 (Concluded) \*\***  
**DESCRIPTION OF REGIONS**

Item Eliminated

**\*\* Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California**  
**San Francisco, California**

**MAXIMUM RATE TARIFF 4**



**MAXIMUM RATE TARIFF 4**

**Item 240 \*\***

**MAPS OF REGIONS AS DESCRIBED IN ITEM 220**

**Item Eliminated**

**\*\* Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4**

**SECTION 3**

**RATES**

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4**

**Item 300 \*\***

**REGION 1. MAXIMUM FIXED DISTANCE RATES IN DOLLARS PER 100 POUNDS**

**Item Eliminated**

**\*\* Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4**

**Item 300 (Concluded) \*\*  
REGION 1 MAXIMUM FIXED DISTANCE RATES**

**Item Eliminated**

**\*\* Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4****ITEM 310 \*\*****MAXIMUM FIXED DISTANCE RATES IN DOLLARS PER 100 POUNDS**

Rates named in this item apply subject to Item 16 (Application of Rates). (See NOTES 1 through 5)

MILES NOT OVER OVER		BREAK ANY POINT QTY lbs.		MINIMUM WEIGHT IN POUNDS										
				1000	B.P.	2000	B.P.	5000	B.P.	8000	B.P.	12000	B.P.	16000
0	10	75.75	607	45.95	1489	34.20	4927	33.70	7716	32.50	11631	31.50	15772	31.05
10	20	77.00	605	46.55	1489	34.65	4921	34.10	7731	32.95	11673	32.05	15728	31.50
20	30	78.30	603	47.15	1494	35.20	4880	34.35	7791	33.45	11678	32.55	15755	32.05
30	40	79.70	600	47.80	1505	35.95	4861	34.95	7772	33.95	11682	33.05	15734	32.50
40	50	81.05	601	48.70	1491	36.30	4856	35.25	7774	34.25	11660	33.85	15622	33.05
50	60	82.50	604	49.75	1490	37.05	4879	36.15	7735	34.95	11846	34.50	15653	33.75
60	70	83.85	605	50.70	1507	38.20	4830	36.90	7708	35.55	11899	35.25	15615	34.40
70	80	85.25	607	51.70	1505	38.90	4833	37.60	7713	36.25	11901	35.95	15578	35.00
80	90	86.60	606	52.45	1512	39.65	4843	38.40	7740	37.15	11758	36.40	15737	35.80
90	100	87.90	606	53.20	1521	40.45	4821	39.00	7785	37.95	11716	37.05	15677	36.30
100	120	92.30	593	54.65	1516	41.40	4789	39.65	7879	39.05	11616	37.80	15747	37.20
120	140	96.20	584	56.10	1519	42.60	4777	40.70	7824	39.80	11639	38.60	15773	38.05
140	160	99.65	575	57.25	1520	43.50	4782	41.60	7847	40.80	11559	39.30	15736	38.65
160	180	103.35	568	58.60	1519	44.50	4776	42.50	7775	41.30	11666	40.15	15702	39.40
180	200	106.80	560	59.80	1521	45.45	4753	43.20	7815	42.20	11617	40.85	15765	40.25
200	225	110.45	558	61.55	1513	46.55	4753	44.25	7802	43.15	11569	41.60	15712	40.85
225	250	114.15	552	62.95	1506	47.40	4774	45.25	7824	44.25	11567	42.65	15807	41.60
250	275	116.00	555	64.35	1511	48.80	4764	46.30	7836	45.35	11511	43.50	15669	42.60
275	300	117.55	559	65.70	1512	49.65	4774	47.40	7832	46.40	11509	44.50	15641	43.50
300	325	119.05	562	66.90	1516	50.70	4793	48.60	7795	47.35	11519	45.45	15824	44.95
325	350	120.50	575	69.25	1511	52.30	4785	50.05	7785	48.70	11619	47.15	15712	46.30
350	375	123.30	575	70.85	1514	53.60	4791	51.35	7798	50.05	11629	48.50	15621	47.35
375	400	124.60	577	71.85	1523	54.70	4772	52.20	7817	51.00	11648	49.50	15596	48.25
400	425	125.60	580	72.80	1531	55.70	4772	53.15	7790	51.75	11653	50.25	15650	49.15
425	450	126.65	581	73.55	1540	56.60	4793	54.25	7779	52.75	11580	50.90	15702	49.95
450	475	127.55	582	74.15	1543	57.20	4799	54.90	7811	53.60	11620	51.90	15646	50.75
475	500	128.35	583	74.75	1548	57.85	4836	55.95	7786	54.45	11604	52.65	15621	51.40
500	550	129.50	585	75.75	1565	59.25	4840	57.35	7756	55.60	11623	53.85	15674	52.75
550	600	130.50	590	76.95	1576	60.60	4856	58.85	7701	56.65	11630	54.90	15665	53.75
600	650	131.55	593	77.95	1578	61.50	4862	59.80	7746	57.90	11596	55.95	15700	54.90
650	700	132.30	599	79.15	1579	62.45	4868	60.80	7698	58.50	11642	56.75	15676	55.60
700	750	133.30	607	80.85	1566	63.30	4886	61.85	7671	59.30	11606	57.35	15694	56.25
750	800	134.35	609	81.70	1593	65.05	4862	63.25	7615	60.20	11602	58.20	15574	56.65
800	850	135.85	613	83.15	1599	66.45	4861	64.60	7592	61.30	11609	59.30	15569	57.70
850 ----														
ADD		1.30		1.15		1.15		1.15		1.00		0.85		0.85

FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES

**\*\* Change, Resolution TL 19101****EFFECTIVE January 13, 2011****Issued by the Public Utilities Commission of the State of California****San Francisco, California**



**MAXIMUM RATE TARIFF 4**

**Item 310 (Concluded) \*\***  
**MAXIMUM FIXED DISTANCE RATES**

NOTE 1: When shipment charges based on actual weight exceed those based on a greater minimum weight, the latter shall apply. Break Point indicates the weight at which a lower charge results by using the minimum weight and applicable rate at next higher minimum weight bracket.

NOTE 2: For computation of distances, see Item 40.

NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

NOTE 4: When carrier's vehicle is held for the convenience of shipper or consignee through no fault of the carrier in connection with shipments moving or to be moved under this item, one hour free time shall be allowed. A charge at the hourly rates contained in Item 320 will be assessed for each hour, or fraction thereof, in excess of the one hour free time period.

NOTE 5: Rates named in this item apply in connection with shipments accorded split pickup, split delivery and both split pickup and split delivery.

**\*\* Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4**

**ITEM 320 ◇**  
**MAXIMUM FIXED RATES IN DOLLARS PER HOUR**

(See Notes 1 through 5.)

Rates named in this item apply for shipments transported for distances of 100 constructive miles or less, subject to Item 16 (Application of Rates).

		Territory (See Note 4)	
		<u>A</u>	<u>B</u>
1. Straight Time			
Unit of equipment, plus:			
(a) one person (driver).....	\$ 96.60		\$ 92.20
(b) two persons (driver and helper).....	\$155.15		\$ 142.55
(c) additional persons, in excess of two, per person.....	\$55.70		\$ 48.05
2. Time-and-a-half (See Note 5.)			
Unit of equipment, plus:			
(a) one person (driver).....	\$123.75		\$ 117.80
(b) two persons (driver and helper) .....	\$209.20		\$ 189.75
(c) additional persons, in excess of two, per person.....	\$ 81.15		\$ 69.60
3. Double Time (See Note 5.)			
Unit of equipment, plus:			
(a) one person (driver).....	\$155.15		\$ 143.35
(b) two person (driver and helper).....	\$263.90		\$ 236.95
(c) additional persons, in excess of two, per person.....	\$106.70		\$ 91.50

◇ Increase, Resolution TL-19101

EFFECTIVE January 13, 2011

Issued by the Public Utilities Commission of the State of California  
 San Francisco, California

**MAXIMUM RATE TARIFF 4**

**Item 320 (Concluded) a**  
**MAXIMUM FIXED RATES IN DOLLARS PER HOUR**

NOTE 1: The higher-rated territory in or through which the shipment or any component thereof is transported, shall determine the applicable maximum hourly rates for such shipment.

NOTE 2: Actual bridge and ferry tolls may be added to charges based on rates contained in this item when such toll charges are incurred by the carrier. When two or more shipments are transported under the provisions of this item at the same time on one unit of equipment, the incurred toll charges shall be equally divided between each shipment.

NOTE 3: For computation of time, see Item 36.

NOTE 4: For description of territories, see Item 210.

NOTE 5: Overtime rates may be assessed subject to the maximum rates in paragraphs 2 and 3 of this item when shipper requests service at a time when carrier must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001, or any succeeding Wage Order.

**a Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4****ITEM 330 ♦****MAXIMUM FIXED RATES IN DOLLARS PER PIECE**

(See Notes 1 through 5.)

Rates named in this item apply for shipments of not more than 5 pieces transported for distances of 50 constructive miles or less, subject to Item 16 (Application of Rates).

Miles	First Piece	Each Additional Piece
Not over 10.....	\$ 67.00	\$22.85
Over 10, but not over 20.....	\$124.55	\$22.85
Over 20.....	\$174.00	\$22.85

NOTE 1: PIECE means each household, office or institutional article tendered in assembled form; or, in the alternative, tendered in disassembled form but secured in a manner allowing the article to be handled as a unit.

NOTE 2: For computation of distances, see Item 40.

NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

NOTE 4: Rates in this item will not apply to shipments afforded split pickup and/or split delivery nor to shipments afforded storage-in-transit.

NOTE 5: Rates in this item will not apply to pianos and organs not conveniently hand carried by one person. Refer to Item 164 (Light and Bulky Articles) for rates for pipe organs, grand pianos, harpsichords and all other types of pianos and organs.

♦ Increase, Resolution TL-19101

EFFECTIVE January 13, 2011

Issued by the Public Utilities Commission of the State of California  
San Francisco, California

### MAXIMUM FIXED RATES FOR PACKING/UNPACKING AND CONTAINERS

**EFFECTIVE January 13, 2011**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4****ITEM 340 (Continued) ♦****MAXIMUM FIXED RATES FOR PACKING/UNPACKING AND CONTAINERS****2. RATES PER HOUR PER PERSON**

(See Notes 1 through 5.)

PACKING AND UNPACKING	TERRITORY	
	<u>A</u>	<u>B</u>
(a) STRAIGHT TIME.....	\$62.00	\$54.55
(b) TIME-AND-A-HALF.....	\$91.35	\$80.10
(c) DOUBLE TIME.....	\$120.40	\$105.65

NOTE 1: Rates do not include separate pickup and/or delivery of shipping containers and packing materials provided.

NOTE 2: For description of territories, see Item 210.

NOTE 3: The applicable rate shall be the rate for the territory in which the service is provided.

NOTE 4: Rates in Paragraph 2 of this item apply for packing or unpacking or both, and may be used in lieu of rates in paragraph 1 (Rates per Container) if carrier and shipper agree to such application before the service commences, subject to Items 28 and 128. The Agreement for Service shall determine the applicable maximum rate for the service.

NOTE 5: Overtime rates may be assessed subject to the maximum rates in paragraphs 2(b) and 2(c) of this item when shipper requests service at a time when carrier must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001, or any succeeding Wage Order.

NOTE 6: Container charges in paragraph 1 include all materials used in the packing and sealing of the container indicated. No additional charge shall be made for such materials including dividers, paper, tape and labels.

♦ Increase, Resolution TL-19101

EFFECTIVE January 13, 2011

Issued by the Public Utilities Commission of the State of California  
San Francisco, California

**MAXIMUM RATE TARIFF 4**

**ITEM 340 (Concluded)  
MAXIMUM FIXED RATES  
FOR PACKING/UNPACKING AND CONTAINERS (Concluded)**

**NOTE 7:** The maximum rates in paragraph 1 include packing and construction of such containers.

**NOTE 8:** No charge will be assessed for wardrobes on shipments transported at the rates provided in Item 320,

**NOTE 9:** Packing container rates do not include sales tax.

**NOTE 10:** Overtime rates for work performed at rates in paragraph 1 (Rates per Container) may be assessed when shipper requests service at a time when carrier must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 90-9. To calculate a maximum rate for overtime multiply the rate in paragraph 1 by the appropriate factor:

- a) 1.47 for time-and-a-half,
- b) 1.94 for double time.

**MAXIMUM RATE TARIFF 4**

**Item 380 \*\***

**REGION 1. MAXIMUM FIXED DISTANCE RATES TO OR FROM STORAGE IN  
DOLLARS PER 100 POUNDS**

**Item Eliminated**

**\*\* Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**



**MAXIMUM RATE TARIFF 4**

**Item 380 (Concluded) \*\*  
REGION 1 MAXIMUM FIXED DISTANCE RATES  
TO OR FROM STORAGE**

**Item Eliminated**

**\*\* Change, Resolution TL-19098**

**EFFECTIVE February 25, 2010**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4****ITEM 390 \*\*****MAXIMUM FIXED DISTANCE RATES TO OR FROM STORAGE IN DOLLARS PER 100 POUNDS**

Rates named in this item apply subject to Item 16 (Application of Rates). (See NOTES 1 through 6)

MILES NOT OVER OVER		BREAK ANY POINT QTY lbs.		MINIMUM WEIGHT IN POUNDS										
				1000	B.P.	2000	B.P.	5000	B.P.	8000	B.P.	12000	B.P.	16000
0	10	75.75	577	43.65	1490	32.50	4854	31.55	7684	30.30	11901	30.05	15521	29.15
10	20	77.00	576	44.35	1486	32.95	4872	32.10	7714	30.95	11807	30.45	15659	29.80
20	30	78.30	573	44.85	1494	33.50	4851	32.50	7730	31.40	11886	31.10	15589	30.30
30	40	79.70	572	45.55	1500	34.15	4832	33.00	7782	32.10	11870	31.75	15623	31.00
40	50	81.05	572	46.35	1493	34.60	4856	33.60	7751	32.55	11927	32.35	15753	31.85
50	60	82.50	574	47.35	1487	35.20	4880	34.35	7779	33.40	11965	33.30	15568	32.40
60	70	83.85	575	48.15	1506	36.25	4856	35.20	7762	34.15	11983	34.10	15672	33.40
70	80	85.25	577	49.15	1504	36.95	4879	36.05	7745	34.90	11897	34.60	15769	34.10
80	90	86.60	575	49.75	1518	37.75	4868	36.75	7837	36.00	11751	35.25	15842	34.90
90	100	87.90	576	50.60	1520	38.45	4857	37.35	7872	36.75	11756	36.00	15823	35.60
100	120	92.30	563	51.90	1521	39.45	4842	38.20	7917	37.80	11620	36.60	15913	36.40
120	140	96.20	553	53.15	1528	40.60	4828	39.20	7878	38.60	11612	37.35	15936	37.20
140	160	99.65	547	54.45	1527	41.55	4844	40.25	7841	39.45	11590	38.10	15875	37.80
160	180	103.35	539	55.70	1530	42.60	4813	41.00	7835	40.15	11627	38.90	15877	38.60
180	200	106.80	532	56.80	1532	43.50	4799	41.75	7847	40.95	11605	39.60	15899	39.35
200	225	110.45	531	58.60	1523	44.60	4793	42.75	7813	41.75	11641	40.50	15783	39.95
225	250	114.15	525	59.85	1523	45.55	4797	43.70	7836	42.80	11594	41.35	15788	40.80
250	275	116.00	528	61.20	1525	46.65	4802	44.80	7840	43.90	11563	42.30	15736	41.60
275	300	117.55	531	62.40	1528	47.65	4827	46.00	7844	45.10	11495	43.20	15778	42.60
300	325	119.05	536	63.70	1530	48.70	4821	46.95	7873	46.20	11468	44.15	15910	43.90
325	350	120.50	549	66.10	1521	50.25	4836	48.60	7828	47.55	11571	45.85	15809	45.30
350	375	123.30	548	67.45	1526	51.45	4845	49.85	7840	48.85	11534	46.95	15796	46.35
375	400	124.60	552	68.70	1533	52.65	4815	50.70	7898	50.05	11485	47.90	15750	47.15
400	425	125.60	552	69.30	1540	53.35	4827	51.50	7884	50.75	11539	48.80	15771	48.10
425	450	126.65	556	70.35	1544	54.30	4853	52.70	7841	51.65	11524	49.60	15759	48.85
450	475	127.55	556	70.85	1550	54.90	4850	53.25	7910	52.65	11476	50.35	15794	49.70
475	500	128.35	557	71.45	1557	55.60	4870	54.15	7868	53.25	11493	51.00	15812	50.40
500	550	129.50	560	72.45	1573	56.95	4904	55.85	7786	54.35	11537	52.25	15817	51.65
550	600	130.50	564	73.50	1583	58.15	4910	57.10	7790	55.60	11483	53.20	15880	52.80
600	650	131.55	568	74.60	1584	59.05	4916	58.05	7828	56.80	11441	54.15	15912	53.85
650	700	132.30	573	75.75	1583	59.95	4913	58.90	7776	57.25	11539	55.05	15855	54.55
700	750	133.30	580	77.20	1574	60.75	4951	60.15	7734	58.15	11516	55.80	15814	55.15
750	800	134.35	582	78.10	1596	62.30	4924	61.35	7681	58.90	11512	56.50	15774	55.70
800	850	135.85	586	79.55	1601	63.65	4918	62.60	7694	60.20	11442	57.40	15819	56.75
850 ----														
ADD		1.30		1.00		1.00		1.00		0.95		0.85		0.85

FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES

**\*\* Change, Resolution TL 19101****EFFECTIVE January 13, 2011**

**Issued by the Public Utilities Commission of the State of California**  
**San Francisco, California**

**MAXIMUM RATE TARIFF 4**

**Item 390 (Concluded) \*\*/s  
MAXIMUM FIXED DISTANCE RATES  
TO OR FROM STORAGE**

NOTE 1: When shipment charges based on actual weight exceed those based on a greater minimum weight, the latter shall apply. Break Point indicates the weight at which a lower charge results by using the minimum weight and applicable rate at next higher minimum weight bracket.

NOTE 2: For computation of distances, see Item 40.

NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

NOTE 4: When carrier's vehicle is held for the convenience of shipper or consignee through no fault of the carrier in connection with shipments moving or to be moved under this item, one hour free time shall be allowed. A charge at the hourly rates contained in Item 320 will be assessed for each hour, or fraction thereof, in excess of the one hour free time period.

NOTE 5: Rates named in this item apply in connection with shipments accorded split pickup, split delivery and both split pickup and split delivery.

NOTE 6: Rates in this item do not apply to shipments afforded split pickup and split delivery in combination when such shipments are accorded storage-in-transit service. (See Item 156, Note 1.)

**MAXIMUM RATE TARIFF 4**

**SECTION 4**

**FORMS OF DOCUMENTS**

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**Issued by the Public Utilities Commission of the State of California  
San Francisco, California**

**MAXIMUM RATE TARIFF 4****ITEM 400  
BASIS FOR CARRIER'S ESTIMATED COST OF SERVICES**

This is Not a Contract

NAME OF CARRIER  
T NUMBER OF CARRIER  
ADDRESS OF CARRIER  
TELEPHONE NUMBER OF CARRIER

NAME \_\_\_\_\_ PHONE NO. \_\_\_\_\_ DATE \_\_\_\_\_  
MOVING FROM \_\_\_\_\_ MOVING TO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SERVICES REQUESTED: Distance Move \_\_\_\_\_ Hourly Move \_\_\_\_\_ Piece Move \_\_\_\_\_

SERVICE SR SNR CNK	SERVICE SR SNR CNK
Additional helpers (No.)	Overtime packing labor
Appliance servicing	SIT monthly storage charge
Elevator at origin	SIT moving into warehouse
Elevator at destination	SIT moving out of warehouse
Flights at origin (No.)	SIT warehouse handling
Flights at destination (No.)	SIT warehouse wrapping or fumigating
Hoisting or lowering at origin	Shuttle service at origin
Hoisting or lowering at destination	Shuttle service at destination
Long carry at origin (No.)	Disassembly of items
Long carry at destination (No.)	Assembly of items
Split delivery	Van & 1 person
Split pickup	Van & 2 persons
Packing material delivery/pickup	Overtime or Premium Labor
Packing material	Expedited Service
Packing labor: Hourly By Unit	Bulky Article(s) (No.)
Unpacking labor: Hourly By Unit	Additional Equipment Required

Shipment is valued at actual cash value up to \$20,000, or as declared by the shipper.

Shipment Valuation \$ \_\_\_\_\_

**TRANSPORTATION VALUATION OPTIONS:**

60 cents/lb/article \_\_\_\_\_@ No additional charge  
Actual Cash Value \_\_\_\_\_@ \$ \_\_\_\_\_ per \$100 of declared value  
Full Value \* \_\_\_\_\_@ \$ \_\_\_\_\_ per \$100 of declared value

SR : Service Requested  
SNR : Service Not Requested  
CNK : Condition Not Known  
SIT : Storage-in-Transit

**STORAGE-IN-TRANSIT VALUATION OPTIONS:**

Actual Cash Value \_\_\_\_\_@ \$ \_\_\_\_\_ per \$100 of declared value  
Full Value \_\_\_\_\_@ \$ \_\_\_\_\_ per \$100 of declared value

\* Deductible options may be available under Full Value protection.

CHARGES TO BE PAID BY: Cash \_\_\_\_\_ Certified Check \_\_\_\_\_ Money Order \_\_\_\_\_ Credit Card \_\_\_\_\_ Personal Check \_\_\_\_\_  
Number of Articles \_\_\_\_\_ Number of Rooms \_\_\_\_\_ Total Number of Packing Containers \_\_\_\_\_  
to be moved to be moved to be Supplied by Carrier

I AM IN NO WAY OBLIGATED TO HAVE THE ABOVE-NAMED CARRIER PERFORM ANY SERVICES. I REQUEST ONLY THE SERVICES AND ITEMS LISTED ON THIS DOCUMENT BE CONSIDERED IN DETERMINING THE ESTIMATED COST. I UNDERSTAND THAT ADDITIONAL CHARGED WILL BE MADE FOR ANY ADDITIONAL SERVICES REQUESTED AT A LATER DATE.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED THE INFORMATIONAL MATERIAL "IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS."

Signature of Shipper or Shipper's Representative \_\_\_\_\_

Date \_\_\_\_\_

NOTE: If moving conditions change between now and moving date, call the carrier.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

## MAXIMUM RATE TARIFF 4

ITEM 410 (Continued)  
TABLE OF MEASUREMENT AND ESTIMATE

COLUMN 1						COLUMN 2					
Articles Not To Be Shipped	ARTICLE	Cu. Per	Ft. Pc.	No. of Pc.	Cu. Ft.	Articles Not To Be Shipped	ARTICLE	Cu. Per.	Ft. Pc.	No. of Pc.	Cu. Ft.
LIVING AND FAMILY ROOMS						LIVING AND FAMILY ROOMS (Cont.)					
	Bar, Portable		15				Rug, Small Roll or Pad		3		
	Bench, Fireside or Piano		5				Sofa, 2 Cushions		35		
	Bookcase		20				Sofa, 3 Cushions		50		
	Bookshelves, Sectional		5				Sofa, 4 Cushions		60		
	Chair, Arm		10				Sofa, Sect., per Sect.		30		
	Chair, Occasional		15				Studio, Couch, or Hideabed		50		
	Chair, Overstuffed		25				Tables, Coffee		5		
	Chair, Rocker		12				Tables, Dropleaf		12		
	Chair, Straight		5				Tables, Nesting		2		
	Clock, Grandfather		20				Television, Big Screen		40		
	Day Bed		30				Television Combination		25		
	Desk, Small or Winthrop		22				Television or Radio Console		15		
	Desk, Secretary		35				DINING ROOM				
	Fireplace Equipment		5				Bench, Harvest		10		
	Foot Stool		2				Buffet		30		
	Lamp, Floor or Pole		3				Cabinet, China		25		
	Magazine Rack		2				Cabinet, Corner		20		
	Music Cabinet		10				Chair, Dining		5		
	Piano, Baby Grand or Upright		70				Rug, Large Roll or Pad		10		
	Piano, Parlor Grand		80				Rug, Small Roll or Pad		3		
	Piano, Spinnet		60				Server		15		
	Rug, Large Roll or Pad		10				Table, Dining		30		
	Subtotal Col. 1						Tea Cart		10		
							Subtotal Col. 2				

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**ITEM 410 (Continued)  
TABLE OF MEASUREMENT AND ESTIMATE

COLUMN 3					COLUMN 4				
Articles Not To Be Shipped	ARTICLE	Cu. Per	Ft. Pc.	No. of Pc. Ft.	Articles Not To Be Shipped	ARTICLE	Cu. Per.	Ft. Pc.	No. of Pc. Ft.
<b>BEDROOM</b>					<b>BEDROOM (Continued)</b>				
	Bed, including Spring & Mattress:					Waterbed			20
	Double		60			Bassinet	NURSERY		5
	King Size		70			Bed, Youth			30
	Single or Hollywood		40			Chair, Child's			3
	Rollaway		20			Chair, Rocker			12
	Bunk (Set of 2)		70			Chest			12
	Bookshelves, Sectional		5			Chest, Toy			5
	Bureau, Dresser, Chest of Drawers, Chiffonier or Chiffonier		25			Crib, Baby			10
	Cedar Chest		15			Pen, Play			10
	Chair, Boudoir		10			Rug, Large Roll or Pad			10
	Chair, Straight or Rocker		5			Rug, Small Roll or Pad			3
	Chaise Lounge		25			Table, Child's			5
	Desk, Small or Winthrop		22			Baker's Rack	KITCHEN		20
	Dresser or Vanity Bench		3			Breakfast Suite Chairs			5
	Dress, Double ( Mr. & Mrs.)		50			Breakfast Table			10
	Exercise Bike		10			Butcher Block			10
	Night Table		5			Chair, High			5
	Rug, Large Roll or Pad		10			Ironing Board			2
	Rug, Small Roll or Pad		3			Kitchen Cabinet			30
	Vanity Dresser		20			Microwave			5
	Wardrobe, Small		20			Serving Cart			15
	Wardrobe, Large		40			Stool			3
	Subtotal Col. 3					Table			5
						Subtotal Col. 4			

**EFFECTIVE AS SHOWN ON TITLE PAGE**

# MAXIMUM RATE TARIFF 4

First Revised Page 75

Cancels

Original Page 75

ITEM 410 (Continued)  
TABLE OF MEASUREMENT AND ESTIMATE

COLUMN 5					COLUMN 6						
Articles Not To Be Shipped	ARTICLE	Cu. Per	Ft. Pc.	No. of Pc.	Cu. Ft.	Articles Not To Be Shipped	ARTICLE	Cu. Per.	Ft. Pc.	No. of Pc.	Cu. Ft.
KITCHEN (Continued)						PORCH, OUTDOOR FURNITURE AND EQUIPMENT (Continued)					
	Utility Cabinet		10								
	APPLIANCES (LARGE)										
	Air Conditioner, Window		30				Clothes Dryer Rack		5		
	Dishwasher		20				Garden Hose and Tools		10		
	Dryer, Electric or Gas		25				Glider or Settee		20		
	Freezer: (Cu. Capacity in Ft.)						Ladder, Extension		10		
	10 or less		10				Lawn Mower (Hand)		5		
	11 to 15		45				Lawn Mower (Power)		15		
	16 and over		60				Lawn Mower (Riding)		35		
	Range, Electric or Gas		30				Leaf Sweeper		5		
	Refrigerator (Cu. Capacity in Feet)						Outdoor Child's Slide		10		
	6 or less		30				Outdoor Child's Gym		20		
	7 to 10		45				Outdoor Swings		30		
	11 and over		60				Picnic Bench		5		
	Sewing Machine, Portable		5				Picnic Table		20		
	Sewing Machine, Cabinet		10				Roller, Lawn		15		
	Trash Compactor		10				Sand Box		10		
	Vacuum Cleaner		5				Spreader		1		
	Washing Machine		25				Table		10		
	PORCH, OUTDOOR FURNITURE AND EQUIPMENT						Umbrella		5		
	Barbecue or Portable Grill		10				Wheelbarrow		8		
	Chairs, Lawn		5				GARAGE				
	Chairs, Porch		10				Ash or Trash Can		7		
							Basket, Clothes		5		
	Subtotal Col. 5						Subtotal Col. 6				

EFFECTIVE AS SHOWN ON TITLE PAGE



**MAXIMUM RATE TARIFF 4**ITEM 410 (Continued)  
TABLE OF MEASUREMENT AND ESTIMATE

COLUMN 7						COLUMN 8					
Articles Not To Be Shipped	ARTICLE	Cu. Per	Ft. Pc.	No. of Pc.	Cu. Ft.	Articles Not To Be Shipped	ARTICLE	Cu. Per.	Ft. Pc.	No. of Pc.	Cu. Ft.
GARAGE (Continued)						GARAGE (Continued)					
	Bicycle		10				Table, Utility		5		
	Card Table		1				Tackle Box		1		
	Cabinet Filing		20				Tires		5		
	Carriage, Baby		20				Tool Chest		10		
	Chairs, Folding		1				Tricycle		5		
	Child's Car Seat		2				Truck		10		
	Clothes Hamper		5				Vacuum Cleaner		5		
	Cot, Folding		10				Wagon, Child's		5		
	Desk, Office		30				Waste Paper Basket		2		
	Fan		5				Work Bench		20		
	Fernery or Plant Stands		10				OTHER ITEMS (Specify)				
	Fishing Poles		1								
	Foot Lockers		5								
	Golf Bag		2								
	Heater, Gas or Electric		5								
	Metal Shelves		5								
	Ping Pong Table		20								
	Pool Table		40								
	Power Tools		20								
	Sled		2								
	Step Ladder		5								
	Suitcase		5								
	Subtotal Col. 7						Subtotal Col. 8				

**EFFECTIVE AS SHOWN ON TITLE PAGE**

# MAXIMUM RATE TARIFF 4

First Revised Page 77

Cancels

Original Page 77

ITEM 410 (Continued)  
TABLE OF MEASUREMENT AND ESTIMATE

COLUMN 9					COLUMN 10						
Articles Not To Be Shipped	ARTICLE	Cu. Per	Ft. Pc.	No. of Pc.	Cu. Ft.	Articles Not To Be Shipped	ARTICLE	Cu. Per.	Ft. Pc.	No. of Pc.	Cu. Ft.
CONTAINERS (To Be Packed by Shipper)						CONTAINERS (Continued) (To Be Packed by Carrier)					
	Dish Pack		10				Mirror/Picture		5		
	Carton						Wardrobe		15		
	1 1/2 cu. ft.						Crates:				
	3 cu. ft.						x x =				
	4 1/2 cu. ft.						x x =				
	6 cu. ft.						x x =				
	6 1/2 cu. ft.						x x =				
	Lamps		5				Subtotal Col. 10				
	Mirror/Picture		5								
CONTAINERS (To Be Packed by Carrier)							Total Col. 1				
	Dish Pack		10				Total Col. 2				
	Carton						Total Col. 3				
	1 1/2 cu. ft.						Total Col. 4				
	3 cu. ft.						Total Col. 5				
	4 1/2 cu. ft.						Total Col. 6				
	6 cu. ft.						Total Col. 7				
	6 1/2 cu. ft.						Total Col. 8				
	Lamp		5				Total Col. 9				
	Subtotal Col. 9						Total Col. 10				
							GRAND TOTAL				

Explanation of Abbreviations in Items 400, 410 and 420

@ = at    Col. = Column    Cu. Ft. = Cubic Feet    Lbs. = Pounds    Mi. = Miles    No. = Number    Pc. = Piece    Wt. = Weight

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

ITEM 420 \*\*  
ESTIMATED COST OF SERVICES  
This is not a Contract

NAME OF CARRIER  
T-NUMBER OF CARRIER  
ADDRESS OF CARRIER  
TELEPHONE NUMBER OF CARRIER

NAME \_\_\_\_\_ PHONE NO. \_\_\_\_\_ DATE \_\_\_\_\_  
MOVING FROM \_\_\_\_\_ DATE OF MOVE \_\_\_\_\_  
MOVING TO \_\_\_\_\_ DATE OF DELIVERY \_\_\_\_\_  
Charge to (Corporation or individual) \_\_\_\_\_

SERVICES REQUESTED: Distance Move \_\_\_\_\_ Hourly Move \_\_\_\_\_ Piece Move \_\_\_\_\_ No. Articles To Be Moved \_\_\_\_\_  
No. of Rooms To Be Moved \_\_\_\_\_ Total No. of Packing Containers to Be Supplied by Carrier \_\_\_\_\_  
CHARGES TO BE PAID BY: Cash \_\_\_\_\_ Certified Check \_\_\_\_\_ Money Order \_\_\_\_\_ Credit Card \_\_\_\_\_ Personal Check \_\_\_\_\_  
APPROXIMATE WEIGHT: Total Cubic Feet (from table of measurements) \_\_\_\_\_ cu. ft at 7 lbs. per cu. ft. = \_\_\_\_\_ lbs.

**LONG DISTANCE MOVING**

Total cu. ft. \_\_\_\_\_ Miles \_\_\_\_\_

Est. Weight \_\_\_\_\_ lbs. at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_

No. Flights \_\_\_\_\_ at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_

No. Long Carries \_\_\_\_\_ at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_

Extra Pickup-Delivery or Both \_\_\_\_\_ \$ \_\_\_\_\_

Haul to - from Storage-in-Transit \_\_\_\_\_ hours \_\_\_\_\_ \$ \_\_\_\_\_

**Storage-in-Transit Charges:**

First Day \_\_\_\_\_ lbs. at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_

Each Additional Day at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_

Piano, Type \_\_\_\_\_ Organ, Type \_\_\_\_\_ \$ \_\_\_\_\_

Appliances to Service \_\_\_\_\_ \$ \_\_\_\_\_

Assembly / Disassembly of Articles \_\_\_\_\_ \$ \_\_\_\_\_

Hoisting / Lowering \_\_\_\_\_ \$ \_\_\_\_\_

Bulky Articles \_\_\_\_\_ \$ \_\_\_\_\_

Valuation Charge (See Basis For Carrier's Estimated Cost of Services) \_\_\_\_\_ \$ \_\_\_\_\_

Other Services \_\_\_\_\_ \$ \_\_\_\_\_

Estimated Cost \$ \_\_\_\_\_

**\*\*Change, Resolution TL-19098****EFFECTIVE February 25, 2010**

Issued by the Public Utilities Commission of the State of California  
San Francisco, California

**MAXIMUM RATE TARIFF 4**

ITEM 420 (Continued)  
ESTIMATED COST OF SERVICES  
This is Not a Contract

**LOCAL MOVING**

Loading	_____ Hrs.
DBL Driving	_____ Hrs.
Unload	_____ Hrs.
<b>TOTAL</b>	<b>_____ Hrs.</b>

**ESTIMATE OF HOURS**

Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ van and \_\_\_\_\_ persons at \$ \_\_\_\_\_ per hour – straight time  
 Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ van and \_\_\_\_\_ persons at \$ \_\_\_\_\_ per hour – overtime

Piano Type _____	No. Flights _____	Moving Charge	\$ _____
Bridge or Ferry Tolls (Estimated) _____			\$ _____
Hoisting/Lowering _____			\$ _____
Valuation Charge (See Basis for Carrier's Estimated Cost of Services) _____			\$ _____
Other Services _____			\$ _____
		Estimated Cost	\$ _____

**PACKING AND UNPACKING CHARGES MAY BE MADE EITHER ON AN HOURLY BASIS OR A UNIT BASIS.**

**PACKING AND UNPACKING****HOURLY LABOR**

Pack at Residence, Estimated _____ hrs. for _____	Packers at \$ _____	per hour – straight time
Pack at Residence, Estimated _____ hrs. for _____	Packers at \$ _____	per hour – overtime
	Packing Charge	\$ _____
Unpack, Estimated _____ hrs. for _____	Unpackers at \$ _____	per hour – straight time
Unpack, Estimated _____ hrs. for _____	Unpackers at \$ _____	per hour – overtime
	Unpacking Charge	\$ _____

Hourly Packing Labor Costs \$ \_\_\_\_\_

**MATERIAL AND UNIT PACKING**

Quantity	Charge per Unit			
	Pack	Unpack	Material	
Dish Packs or Barrels _____				\$ _____
Cartons over 1 1/2 cu. ft. _____				\$ _____
Cartons over 3 cu. ft. _____				\$ _____
Cartons over 4 1/2 cu. ft. _____				\$ _____
Cartons over 6 cu. ft. _____				\$ _____
Cartons over 6 1/2 cu. ft. _____				\$ _____
Wardrobes _____				\$ _____
Mattress Ctn. Single _____				\$ _____
Mattress Ctn. Double _____				\$ _____
Mattress Ctn. King _____				\$ _____
Mattress Ctn. Crib _____				\$ _____
Glass Packs _____				\$ _____
Crate, Size _____				\$ _____
Crate, Size _____				\$ _____

Materials and/or Unit Packing Costs \$ \_\_\_\_\_

Total (Hourly or Unit) Packing and Materials Cost \$ \_\_\_\_\_

DELIVERY OF PACKING MATERIAL \$ \_\_\_\_\_

**EFFECTIVE AS SHOWN ON TITLE PAGE**

# MAXIMUM RATE TARIFF 4

First Revised Page 80

Cancels

Original Page 80

ITEM 420 (Concluded) Ø  
ESTIMATED COST OF SERVICES  
This is Not a Contract

## REMARKS

(Any remarks, including minimums such as weight, hours, per pound valuations, etc.)

LOCAL MOVING \_\_\_\_\_ \$ \_\_\_\_\_

STORAGE \_\_\_\_\_ \$ \_\_\_\_\_

LONG DISTANCE MOVING \_\_\_\_\_ \$ \_\_\_\_\_

PACKING AND/OR UNPACKING \_\_\_\_\_ \$ \_\_\_\_\_

MISCELLANEOUS \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL COST \$ \_\_\_\_\_

Amount Total Cost Exceeds Charges Under Maximum Fixed Rate \$ \_\_\_\_\_

**IMPORTANT NOTICE** This estimated cost document covers only the articles and services listed on the Basis for Carrier's Estimated Costs of Services. **ACTUAL CHARGES FOR THOSE SERVICES WILL NOT EXCEED THE AMOUNT OF THE ESTIMATED COST.** No guarantees can be made as to specific dates of pickup or delivery of your shipment, unless you make special arrangements with the carrier.

**NOTICE TO THE ESTIMATOR:** It is mandatory to use cubic footage for each article at not less than that shown on the Table of Measurements and Estimate and the total cubic footage be multiplied by seven to determine the total approximate weight for determining the charge under the maximum fixed rate.

### TO BE COMPLETED BY CARRIER:

Are Maximum Rates to be exceeded on this move? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, by how much will charged exceed those at Maximum Rates? \_\_\_\_\_

### TO BE COMPLETED BY THE SHIPPER:

Do you consent to the amount of charge to be assessed over the Maximum Rates? YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4**

ITEM 440  
CHANGE ORDER FOR SERVICES  
NAME OF CARRIER  
T NUMBER OF CARRIER  
ADDRESS OF CARRIER  
TELEPHONE NUMBER OF CARRIER

THIS WILL CERTIFY AND ATTEST THAT SHIPPER OR SHIPPER'S REPRESENTATIVE AS SHOWN ON ORDER FOR SERVICES NO. \_\_\_\_\_ DATED \_\_\_\_\_ WITH \_\_\_\_\_ (CARRIER'S NAME) REQUESTS ADDITIONAL SERVICES AT CHARGES AS INDICATED ON REVERSE OF THIS FORM.

Estimated Cost of Services, Agreement for Moving Services, Shipping Order and Freight Bill Ø

Document Issued at:

Date Service Req'd	A.M.
	P.M.
Pack Date	A.M.
	P.M.
Delivery Date Req'd	A.M.
	P.M.
Order taken by:	

SHIPPER IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING and ask for an explanation of anything not clear or inconsistent with any previous representation. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE CARRIER TO MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREON.

FROM:

TO:

Floor	Floor
Apt. No.	Apt. No.
Phone	Phone

ORIGIN	DESTINATION	EXTRA HELPER	RATES FOR OTHER ADDITIONAL SERVICES
Van and _____ Men	Van and _____ Men	per man hr.	REQUESTED
\$ _____ per hr.	\$ _____ per hr.	@ \$ _____	
Calculated on Basis of Loading and Unloading Plus Double Driving time between Point of Pickup and Delivery.			

PACKING INSTRUCTIONS pack \_\_\_\_\_ unpack \_\_\_\_\_ hourly \_\_\_\_\_ unit \_\_\_\_\_  
PACKER'S NAME \_\_\_\_\_ HOURS \_\_\_\_\_ DATE \_\_\_\_\_

LONG DISTANCE RATES		Rate per 100 lbs. between Points Named					
Miles	500 Lbs.	1000 Lbs.	2000 Lbs.	5000 Lbs.	9000 Lbs.	12000 Lbs.	16000 Lbs.
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Pickup or Delivery at other Than Ground Floor	Add'l Charge	Split Pickup and/or Delivery per Stop @	\$ _____
Per Piece or Cwt. Per Flight	\$ _____		

**STORAGE-IN-TRANSIT (Max. 90 days)**

First Day @ \_\_\_\_\_ c/cwt.  
Add'l Days @ \_\_\_\_\_ c/cwt./day  
Warehouse Handling \_\_\_\_\_ lbs @ \_\_\_\_\_ c/cwt.

PIECE MOVING (NOT OVER 5 PIECES)	1st Article	Add'l Article	Miles
\$ _____	\$ _____	EA.	

**MAXIMUM RATE TARIFF 4****ITEM 440 (Continued)  
CHANGE ORDER FOR SERVICES****PACKING/UNPACKING**  
(Either hourly or by Container)**RATES FOR HOURLY PACKING LABOR (If Applicable)**PACKING/CRATING @ \$ \_\_\_\_\_  
UNPACKING/UNCRATING @ \$ \_\_\_\_\_Per Man Per Hour Plus All Materials Used on Job  
Per Man Per Hour Plus All Materials Used on Job**RATES AND CHARGES PER UNIT (CONTAINER)**

CONTAINER/MATERIALS	Est.	No. Used	FOR MATERIALS		FOR MATERIALS		FOR MATERIALS	
			RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
Dishpicks (Not less than 5 cu. ft.)			\$		\$		\$	
Cartons: 1 1/2 cu. ft.			\$		\$		\$	
3 cu. ft.			\$		\$		\$	
4 1/2 cu. ft.			\$		\$		\$	
6 1/2 cu. ft.			\$		\$		\$	
Mattress: Single Size			\$		\$		\$	
Double Size			\$		\$		\$	
King Size			\$		\$		\$	
Queen Size			\$		\$		\$	
Crib Size			\$		\$		\$	
Mirror Cartons:			\$		\$		\$	
Wardrobes			\$		\$		\$	
Crates			\$		\$		\$	
			\$		\$		\$	
			\$		\$		\$	
TOTAL MATERIALS CHARGE			\$					
TOTAL UNIT PACKING CHARGE			\$					
TOTAL UNIT UNPACKING CHARGE			\$					

Driver	Loading	Delivery/Pickup of Containers	
Helper	Dbt Driving	Hrs.	TOTAL PACKING/UNPACKING HOURS @ \$ PER HR.
Helper	Unload	Hrs.	
Van. No.	TOTAL		
		HOURS CHARGE	@ \$ Per Hr. \$
		Overtime	Hours @ \$ Per Hr. \$
		Extra Man ( )	Hours @ \$ Per Hr. \$
		Gross Wt. Lbs.	Tare Wt. Lbs. \$
		Net Weight Lbs.	@ \$ Per Cwt. \$
		Flight/Long Carry	@ \$ Per Cwt. \$
		Extra Pickup or Delivery	@ \$ \$
		TOTAL PACKING MATERIALS CHARGES	\$
		TAX	\$
		TOTAL HOURLY PACKING HRS.	@ \$ or \$
		TOTAL UNIT PACKING/UNPACKING	\$
		APPLIANCES to be serviced, if none write "NONE"	\$
			\$

The Articles Listed Will Be Included In The Valuation Declared In The Agreement For Moving Services and Materials Unless A Change Is Requested.

Shipper requests a change in the valuation listed in the Agreement for Services and Materials and declared shipment value to be:

\$ \_\_\_\_\_

The level of protection (actual cash value or full value protection) indicated on the Agreement for Services and Materials will apply at carriers stated rate over \$100 of declared value, unless otherwise indicated here.

**TRANSPORTATION VALUATION**

Actual Cash Value \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.  
Full Value \_\_\_\_\_  
No Deductible \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.  
Deductible of \$250 \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.  
Deductible of \$500 \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.

**STORAGE-IN-TRANSIT VALUATION**

Actual Cash Value \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.  
Full Value \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.

I UNDERSTAND THAT THE COST FOR SERVICES RENDERED WILL "NOT EXCEED"

I UNDERSTAND THAT I MAY BE REQUIRED TO PAY FOR THE SERVICES REQUESTED ABOVE AT THE TIME OF DELIVERY. THESE CHARGES ARE IN ADDITION TO THOSE CHARGES SET FORTH ON THE ESTIMATED COST OF SERVICES AND/OR AGREEMENT FOR MOVING SERVICES. I HAVE READ THIS CONTRACT AND AGREE TO THE PROVISIONS HEREIN AND RECEIVED A COPY.

Carrier's Representative

Shipper or Shipper's Representative

Date

**EFFECTIVE AS SHOWN ON TITLE PAGE**



**MAXIMUM RATE TARIFF 4**ITEM 450a  
AGREEMENT FOR MOVING SERVICES

Form For Use In Connection With Consignments Of Used Household Goods And Related Articles

(Name and T Number of carrier which shall be the name  
in which the operating authority is held.)

(Serial number of document)

(The shipper is requested to read this document carefully  
before signing it and ask for an explanation of anything  
which is not clear or is inconsistent with any previous  
representation made by the carrier.)

(Place document is issued)

(Date move is tendered)

(Date Issued)

This will confirm instructions received from \_\_\_\_\_  
(Name the person placing instructions)To transport a consignment of \_\_\_\_\_  
(Household goods or other sufficient description to determine the articles

included in the NOT TO EXCEED PRICE)

from \_\_\_\_\_  
(Describe the location from which the Items are to be shipped)to \_\_\_\_\_, to receive the  
(Describe the location at which the goods are to be delivered)consignment for transportation on \_\_\_\_\_  
(Specify the date and time or other arrangement)and to perform the accessorial services of \_\_\_\_\_  
(Specify services such as packing, crating

unpacking or uncrating, in sufficient detail to determine the services included

Or not included in the NOT TO EXCEED PRICE)

\_\_\_\_\_ in connection with the receipt,  
transportation or delivery of the consignment, to notify \_\_\_\_\_

(Name the party to be notified)

at \_\_\_\_\_  
(Location where notification is to be made)by \_\_\_\_\_  
(Describe when and how notification is to be made, the expected delivery date, and when and howdelivery is to be accomplished, or note the shipper was requested to supply a notification address and/or  
delivery arrangements but declined to do so)

EFFECTIVE AS SHOWN ON TITLE PAGE

**MAXIMUM RATE TARIFF 4****ITEM 450 (Continued)  
AGREEMENT FOR MOVING SERVICES****Form For Use In Connection With Consignments Of Used Household Goods And Related Articles (Concluded)**

The rate(s) for the above described services is (are) \_\_\_\_\_

(Name the rate or rates and the number of persons, viz, helpers, packers, to be provided for transportation and

accessorial services ordered, designating the particular services for which different rates are quoted and the

circumstances which may result in extra charges, e.g. if the shipper orders additional service or fails to accept

delivery pursuant to the arrangements described above, or if carrier imposes any minimum provisions or charges

overtime)

The charge will include a minimum of \_\_\_\_\_

(list any minimum hours, weights, rates, valuation levels, etc.)

**The Carrier Agrees to Perform the Stated Services at the Stated Rates** \_\_\_\_\_

(Signature of Carrier)

**Important Notice**

No rates higher than the Maximum Fixed Rates promulgated in the California Public Utilities Commission's Maximum Rate Tariff 4 may be quoted or charged, unless an Estimated Cost of Services has been issued no less than three (3) days before the day of the move.

The Not To Exceed Price shall not exceed the Estimated Cost of Services plus any Change Order for Services issued prior to signing this Agreement. The maximum charge shall be the quoted rates applied to: the number of hours, weight, or number of other units of measurement, no higher than the NOT TO EXCEED PRICE.

Copies of the California Public Utilities Commission's Maximum Rate Tariff 4 are open to the public for inspection at the Commission's offices in San Francisco and Los Angeles and at the carrier's office: \_\_\_\_\_

(designate location)

**NOT TO EXCEED PRICE (for all services and articles named herein):****THE MAXIMUM CHARGE THAT MAY BE ASSESSED FOR THIS SHIPMENT IS \$** \_\_\_\_\_

(Subject to Change Order for Services)

(State whether shipper is to pay charges in cash, check or by authorized credit card.)

(Shipper's Name)

(Carrier's Name)

(Signature of Shipper or Shipper's Agent)

(Name of Carrier's Representative)

(Address of Shipper or Agent of Shipper)

(Signature of Carrier's Representative)

(Date)

(Date)

EXECUTION OF THE AGREEMENT DOES NOT EXEMPT CARRIER FROM COMPLIANCE WITH ANY PROVISION OF LAW OR PUBLIC UTILITIES COMMISSION RULES OR REGULATIONS, EVEN THOUGH NOT EXPRESSLY SET FORTH IN THE AGREEMENT.

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4**

**ITEM 450 (Concluded)\*\*/ 6  
 AGREEMENT FOR MOVING SERVICES  
 CONSUMER PROTECTION AND/OR WAIVERS**

**1. IMPORTANT INFORMATION BOOKLET**

In accordance with the rules of the California Public Utilities Commission (CPUC), before you move, the carrier (the moving company) is required to ensure you (the shipper) have been given the booklet, Important Information for Persons Moving Household Goods. You may choose not to receive a booklet from this carrier if you previously received one from another source. You are entitled to payment of \$100 from your carrier if your carrier fails to ensure that you have received the booklet before starting your move.

Please initial below to acknowledge you have received the booklet from either your carrier or another source.

\_\_\_\_\_  
 (Initial)                      Date                      \_\_\_\_\_

**2. COVERAGE FOR LOSS AND DAMAGE**

As explained in the "important information..." booklet, there are options available to cover loss or damage to your goods. These options are:

**(1) 60 cents per pound per article --**

This option provides for recovery for lost or damaged item(s) based on 60 cents times the weight of the item(s). This coverage is provided at no additional charge.

**(2) Actual Cash Value --**

This option provides for recovery for lost or damaged items based on actual cash value (depreciated value) at the time of loss or damage, up to the total dollar amount of value declared by you. You may be charged for coverage under this option.

**(3) Full Value Protection --**

This option provides for recovery for lost or damaged items based on current replacement value at the time of loss or damage, up to the total dollar amount of valuation declared by shipper. You may be charged for coverage provided under this option.

<u>VALUATION OPTIONS</u>	<u>INITIAL YOUR CHOICE</u>	<u>TRANSPORTATION</u>	<u>STORAGE-IN- TRANSIT</u>
Basic: 60 cents/lb./art.	_____	no additional charge	no additional charge
Actual Cash Value	_____	\$ _____ per \$100	\$ _____ per \$100
Full Value	_____		
No deductible	_____	\$ _____ per \$100	\$ _____ per \$100
Deductible of \$250	_____	\$ _____ per \$100	\$ _____ per \$100
Deductible of \$250	_____	\$ _____ per \$100	\$ _____ per \$100

**OPTIONAL: MINIMUM VALUATIONS BASED ON WEIGHT**

**VALUATION OPTIONS                      PER POUND VALUATION MINIMUMS**  
 (a minimum \$ valuation per pound)

Basic: 60 cents/lb./article	not applicable	
Actual Cash Value	\$ _____	per pound
Full Value	\$ _____	per pound

**3. ISSUANCE OF AGREEMENT FOR MOVING SERVICES**

The CPUC requires that an "Agreement for Moving Services" be issued to you by the carrier three days or more in advance of the move. An exception to this requirement is where the arrangement to move occurs on short notice less than 3 days. You may also choose to waive this requirement entirely, at any time prior to the move.

- Did you choose to waive this requirement entirely?    Yes \_\_\_\_\_ No \_\_\_\_\_
- Was the moving date agreed to between you and the carrier less than 3 days prior to the day of the move?    Yes \_\_\_\_\_ No \_\_\_\_\_

Please Print Shipper's Name: \_\_\_\_\_

Shipper's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4**

**ITEM 450 (Concluded)\*\*/ 8**  
**SHIPPING ORDER AND FREIGHT BILL FOR USED HOUSEHOLD GOODS AND RELATED ARTICLES**

Name of Carrier \_\_\_\_\_ Bill No. \_\_\_\_\_

Address \_\_\_\_\_ T Number of Carrier \_\_\_\_\_

Date Issued \_\_\_\_\_

Shipper \_\_\_\_\_ Consignee \_\_\_\_\_

Street Address \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ City \_\_\_\_\_

Credit Card of Shipper: Name \_\_\_\_\_ Number \_\_\_\_\_

Destination telephone number and notification address if different than delivery address \_\_\_\_\_

Description  
of Shipment: **AT RATES IN DOLLAR PER HOUR**

Units of Equipment:		Time Completed	Deductions(1)	With river and Helper Time for Computing Charges	Rate	Charges
Service	with Driver only Time Started					
Loading	_____	_____	_____	_____	_____	\$
Driving	_____	_____	_____	(2)	_____	\$
Unloading	_____	_____	_____	_____	_____	\$
Total						\$

Number of Additional Helpers

Loading	_____	_____	_____	_____	_____	\$
Driving	_____	_____	_____	(2)	_____	\$
Unloading	_____	_____	_____	_____	_____	\$
Total						\$

**AT RATES IN DOLLARS PER PIECE (5 Pieces or less)**

Number of Pieces	Rate for First Piece	Rate for Each Additional Piece	Charges
_____	_____	_____	\$
Total			\$

**AT RATES IN DOLLARS PER 100 POUNDS**

Weight	Miles	Tariff Rate Item	Rate	Charges
_____	_____	_____	_____	\$

**OTHER SERVICES (Including number of Packers) AND CHARGES (3)**

Valuation Charge (see Agreement for Service and Materials)	_____	\$
Total to Collect		\$
<b>NOT TO EXCEED PRICE</b>		\$

(1) Show time not chargeable, such as time for meals.

(2) Show double the driving time, except when more than one shipment transported on a single unit of equipment, show not less than \_\_\_\_\_ minutes actual time.

(3) Show each charge separately and what it represents.

**MAXIMUM RATE TARIFF 4****ITEM 460 (Concluded)****SHIPPING ORDER AND FREIGHT BILL FOR USED HOUSEHOLD GOODS AND RELATED ARTICLES**

Description of Shipment: \_\_\_\_\_

Shipper's preferred delivery date: \_\_\_\_\_

Received by carrier in good condition on \_\_\_\_\_ (date), except as noted: \_\_\_\_\_

Received by consignee: Name \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE:****PLEASE INSPECT YOUR GOODS PROMPTLY.****CLAIMS FOR ANY LOST OR DAMAGED GOODS MUST BE FILED WITH THE CARRIER IN WRITING.****Computation of Amount Payable When Estimated Cost of Services Has Been Given**

The amount of Estimated Cost of Services (1) \$ \_\_\_\_\_

Total charge on Change Order for Services (2) \$ \_\_\_\_\_

Maximum charge shipper shall pay: total of (1) and (2) \$ \_\_\_\_\_

I hereby authorize carrier to assign the freight charges to my credit card account (as named above).

Signature of shipper or shipper's representative

Date

Signature of carrier or carrier's representative

Date

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**MAXIMUM RATE TARIFF 4**

**ITEM 465 \***  
**IMPORTANT NOTICE ABOUT YOUR MOVE**

**IT IS VERY IMPORTANT THAT YOU ONLY AGREE TO A "NOT TO EXCEED" AMOUNT THAT YOU THINK IS A PROPER AND REASONABLE FEE FOR THE SERVICES YOU ARE REQUESTING. THE "NOT TO EXCEED" AMOUNT THIS MOVER IS REQUESTING IS \$ \_\_\_\_\_ to perform the following services:**

\_\_\_\_\_

\_\_\_\_\_

**IF YOU DO NOT AGREE TO THE "NOT TO EXCEED" AMOUNT LISTED OR THE DESCRIPTION OF SERVICES, YOU HAVE THE RIGHT TO REFUSE THE MOVER'S SERVICE AT NO CHARGE TO YOU.**

If you request additional or different services at the time of the move, you may be asked to complete a Change Order which will set forth your agreement to pay for additional fees for those newly requested services. If you agree to the additional charges on that Change Order, those charges may be added to the "NOT TO EXCEED" amount set forth above. If you do not agree to the amounts listed in the Change Order, you should not sign it and may refuse the mover's services.

A mover cannot refuse to release your goods once you have paid the "NOT TO EXCEED" amount for the transportation of your goods and personal effects and any additional services that you have agreed to in writing. The "NOT TO EXCEED" amount must be reasonable.

A mover cannot, under any circumstances, withhold food, medicine, medical devices, items to treat or assist a disabled person, or items used for care of a minor child. An unlicensed mover has no right to withhold your goods for any reason including claims that you have not adequately paid for services rendered.

For additional information or to confirm whether a mover is licensed by the Public Utilities Commission, please call the Public Utilities Commission toll free at 1-800-366-4782.

I have completed this form and provided the consumer (shipper) with a copy of this notice.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

I have been provided with a copy of this form.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

## MAXIMUM RATE TARIFF 4

### ITEM 470 (Continued) IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

#### ABOUT THIS BOOKLET

This booklet has been prepared by the California Public Utilities Commission (PUC) to offer guidelines and recommendations for moving and to explain the obligations (regulations) of moving companies in California. The PUC requires this information be provided without charge by household goods carriers to persons planning to move between points in California. The carrier ultimately performing your move must (1) provide this booklet to you at the first in-person contact, (2) mail the booklet to you (time allowing) if the move was arranged and confirmed by mail or telephone and no in-person contact is made prior to the day of the move, or (3) obtain your assurance that you received it from some other source. In any case, you must initial a statement, on the Consumer Protections and/or Waivers section of the Agreement for Moving Services (Agreement), indicating you have received the booklet. If your carrier does not ensure you have this booklet, you are eligible for a \$100 refund from your carrier.

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#### INTRODUCTION

This material is designed to give you the information necessary to ensure a well-planned, uncomplicated move. Throughout this document you will be referred to as "you" or the "shipper." The moving company will be called either the "carrier" or the "mover."

The PUC has rules governing how much the mover can charge you for its services. The specific government rules, regulations and rate limitations for moves within California are provided

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)**

in the Public Utilities Commission's Maximum Rate tariff 4. A copy of Maximum Rate Tariff 4 and all forms and documents used by the mover can be examined at either the mover's place of business or the PUC offices located throughout the State.(see attached list). In addition, you may call 1-800-FON-4PUC (1-800-366-4782) for information on the maximum rate program.Ø

California moves require much paperwork. You should read all forms and be sure they are completely filled out before you sign. Always get a copy of everything you sign.

If you have a problem about a move within California that you and the carrier cannot resolve, please call the nearest PUC field office or 1-800-FON-4PUC. (1-800-366-4782).Ø

**HOW TO CHOOSE A MOVER**

Most licensed moving companies are listed in classified telephone directories, newspapers and other local advertising. When consulting written advertisements, avoid contacting movers whose license number (Cal "T-No."), issued by the CPUC, is not shown. Such carriers are probably not licensed or insured against loss or damage. You may want to ask friends who have recently moved if they can recommend a moving company. Additionally, some realtors may advise you based upon their customers' experience. Carrier associations, business groups, chambers of commerce and consumer organizations may also be a source of information. Once you have the names of possible moving companies, you may call the PUC at 1-800-FON-4PUC (1-800-366-4782) to determine whether the carriers are licensed and insured and whether the PUC has issued informal citations or taken formal legal actions against the carriers.Ø You should also get written estimates to compare the prices and services of different moving companies to help you select a carrier.

Be sure to obtain the complete and correct moving company name, T-number (PUC license no.), address and telephone number of the carrier you select to move your belongings, and keep the carrier informed as to how and where you may be reached at all times until the shipment is delivered.

**MAXIMUM RATES**

All rates and charges are subject to PUC-set maximums. Normally, movers will not exceed these maximums; in fact, most movers charge less. However, there may be circumstances under which a mover must issue you a written estimate of total costs no less than three days prior to moving day, indicate that maximum rates will be exceeded on the move and obtain your consent to the rates to be charged. If these procedures are not followed, the mover may not exceed PUC maximum rates.



**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)****ESTIMATES AND COSTS**

**You should request a written estimate from two or more movers so you can compare prices. Written estimates are binding on the mover. All written estimates must be based on a visual inspection of goods and must show total estimated charges. A verbal rate quotation (how much it will cost per 100 pounds, or per hour) is not an estimate. Remember, verbal estimates are not binding. To avoid problems in the long run, get any total cost estimates in writing!**

**In describing your wishes, be as consistent as possible with each mover you talk to; this will make it easier to compare estimates. Be sure to tell the prospective movers about all of the goods you want moved, any special services you require and conditions affecting pick-up and delivery (e.g., stairs, narrow road). It is especially important to tell the movers everything about your new home that may affect your move. This ensures a more accurate estimate of cost, and reduces the chance of misunderstandings and/or unexpected charges on moving day.**

**A carrier's rates for long-distance moves are based on constructive miles, which are miles accounting for driving conditions. If the move is over 100 constructive miles, it is considered a long-distance move and must be charged on a weight and mileage basis. If your move is 100 constructive miles or less, it is considered a local move and is usually charged by the hour. On local moves that can be completed in a few hours, some carriers may not consider it feasible to visually inspect and give you a written estimate, but will quote you the hourly rate. You should consider contacting other carriers to get a written estimate of the total cost.**

**In certain circumstances, some carriers may have minimum charges. For example, on hourly moves, a carrier may charge a minimum of four hours even if your move takes only two or three. Similarly, on distance moves, a carrier may charge for a minimum weight of 5,000 pounds. So, even if the total weight of your shipment is 3,000 pounds, you may be charged for 5,000 pounds.**

**Carriers normally will charge for packing and unpacking services provided. On distance-rated shipments there may be an additional charge for elevators and flights of stairs past the first floor (except in a single family home). If it is impossible for the carrier to park so that the tailgate of his vehicle is within 75 feet of the front door, a long carry charge may apply.**

**If you add items or request services not included in the estimate, the carrier will provide a Change Order for Services (Change Order) either at the time of pickup or before performing services, and, of course, you pay for these additional services. Make sure the form is filled out before you sign and don't forget to keep a copy. Do not sign a blank Change Order.**

**The PUC wants to ensure that you know the cost of your move in advance and that you do not pay an excessive price for the move. Before your move begins, the mover must inform you of a Not To Exceed Price for your move and cannot charge you more than that price unless you add items or request additional services not previously included in your Agreement. This**

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)**

Not To Exceed Price must be written on the Agreement along with any minimums that may apply and specific details of the move.

If you have an estimate, the amount of the estimate is the highest price you can be charged and should be the Not To Exceed Price written on the Agreement. However, any charges on a Change Order will be added, as discussed above.

If you do not have an estimate, the highest price you will pay is the lesser of (1) the Not To Exceed Price, subject to maximum fixed rates, plus any Change Order charges or (2) the charges calculated using the rates quoted in the Agreement.

**INVENTORY REPORT**

An inventory (or inventory report) is a list of items and their current condition. When the carrier arrives to pick up your goods, you may request an inventory of all articles you want shipped. A complete and specific inventory report is a business-like procedure for you and the carrier. While common for distance moves, an inventory report is not normally prepared for hourly moves. Be aware that if yours is an hourly move you may be charged for the time it takes to prepare the inventory report.

In preparing the inventory list of your furniture and other goods, the carrier will note the condition of each article in a code explained at the top of the form: e.g., "G" for gouged. Make sure you and the carrier agree about the condition. If you disagree, make your own notation on the inventory list; otherwise, you may have difficulty securing compensation should damage occur.

Similarly, your personal participation is recommended when your goods are delivered. If an item is missing or damaged, tell the carrier and mark it on both the carrier's and your copy of the inventory sheet. Check all cartons carrying china, glassware, and other fragile items for damage before the carrier leaves.

When delivery is complete, you should sign the inventory sheet and delivery receipt, noting any lost or damaged items. This will simplify processing of any future claims. However, failure to do so in no way affects your right to make a claim and to have the claim considered on its merits.

**PICKUP AND DELIVERY DATES**

If the carrier agrees to pick up your goods on a particular day and/or at a specified time, every effort must be made to meet that commitment. If, for some reason, the time or date cannot be met, the carrier must notify you (or the party you designate) by telephone, telegraph or fax, at the carrier's expense, as soon as it becomes apparent that the pickup will not be at the time promised.

**MAXIMUM RATE TARIFF 4**

**ITEM 470 (Continued)**  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

If delivery of your goods is delayed, the carrier must notify you at least 24 hours in advance (at carrier's expense by telephone, telegraph or fax), at the address or telephone number you have provided.

For moves weighing 5000 pounds or more and/or transported 75 miles or more, you may request the mover to pick up a shipment on an agreed date and deliver it within an agreed upon span of two consecutive days. If pickup is not made on the agreed upon date and delivery within two (2) days of the agreed date, the carrier must pay you \$100 per day for each and every day of delay. This is in addition to any other claim you may make. You must request this service in writing and any claim for failure to deliver on the agreed date must be made in writing within 30 days of delivery. (See "How to File a Claim".)

Claims for reimbursement for damages because of carrier negligence in failing to pick up or deliver your shipment on the agreed-upon date or period of time specified in the Agreement and shipping order should be handled like any other claim for loss or damage. (See "How to File a Claim".)

**PACKING AND OTHER PREPARATIONS**

You may wish to save money by packing some or all of your own household goods; however, you should be aware that in the event of breakage you will have to show damage occurred because of the mover's negligent handling and not your packing. In case there is damage, always save the box, the contents and the packing materials to facilitate claims handling.

**Never pack matches, flammables (such as propane tanks) or other dangerous articles.** (See the last page of this booklet for more examples of things not to include in your move.) It's a good idea to empty, defrost and dry refrigerators and freezers. Set aside jewelry, money, vital documents and valuable small items in a safe place, not accessible to anyone entering either your old or your new residence. Do not ship jewelry, money, important papers or other valuable personal articles unless you make written arrangements with the carrier - it is best to carry these items with you.

It's up to you to make such preparations as disconnecting major appliances, providing special services to protect them during the move and removing items attached to walls or floors such as draperies and tacked-down carpets. Some moving companies will provide these services for a fee, or they can suggest firms in the local area to assist you.

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)****AGREEMENT FOR MOVING SERVICES**

In addition to other items, the Agreement shows: the carrier's name, PUC license number (T-number), address, and telephone number where you can reach him or her; the address and the telephone number where the carrier can contact you about the move; the location where your goods are being moved; the date of loading or pickup and the preferred date of delivery; a summary description of the move (i.e., a general description of items to be included or excluded and services to be provided); the declared value of your goods; the rates upon which the charges are based and any minimums the carrier may have; and the Not To Exceed Price, which is the highest charge that may be assessed for the various services to be performed, plus any additional charges as requested on a Change Order.

The carrier is required to complete the Agreement (except for the Not To Exceed Price), sign it, and give it to you no less than 3 days before the day of the move, unless arrangements to move are made less than 3 days in advance of the moving date or you agree to waive the requirement. This gives you time to review it and ask for an explanation of any unclear items. For example, if you are moving on a Saturday, you should get the Agreement on Wednesday. Before your move begins, the carrier must fill in the Not To Exceed Price on the Agreement, and both you and the carrier must sign it.

**WEIGHING YOUR GOODS**

When your charges are based on weight, the moving van will be weighed by a certified weighmaster on a certified scale before and after loading. You may observe the actual weighing or you may ask the carrier to notify you of the charges by telephone, telegraph or fax as soon as the goods are weighed. You should request copies of the weight information before and after loading. If you have any reason to question the reported weight, you may ask for a reweigh before delivery.

No extra charge will be made for reweighing IF the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two (2) percent of the lower net scale weight on shipments weighing more than 5,000 pounds. The lower of the two net weights must be used in determining the charges. If you request a reweigh and the difference between the weights is not as described above, you may be required to pay for the reweighing.

**PROTECTING YOUR GOODS**

Already included in the carrier's rates is protection against possible loss or damage at 60 cents per pound per article. You may choose to purchase additional protection and set the value on your belongings for an amount that makes you comfortable. Be sure to check any insurance policies you have before paying for additional protection. If you are unsure, call your insurance agent.

**MAXIMUM RATE TARIFF 4**

**ITEM 470 (Continued)**  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

The carrier may charge you for the level of protection and the value you place on your goods. **Actual cash value** protection covers the depreciated value of your goods and is determined by such things as the cost of the item new, its age, its condition when received by the mover, and the value you declare. **Full value** protection usually costs more since it will cover the replacement cost of any lost or damaged item. The carrier may opt to replace, reimburse or repair the damaged item, according to the protection level you choose. Remember to declare items of extraordinary value. If you fail to do this the carrier may not be liable for the full value of those items regardless of the level of protection you choose. In addition, your goods are protected while they are stored-in-transit at your request, and your carrier may charge an additional valuation rate for that service. However, if the storage-in-transit is undertaken for the carrier's convenience, you will not be charged for this additional protection.

The agreement includes a section entitled "Consumer Protections and/or Waivers" on which you must declare the value of your shipment and choose a level of protection. If you fail to do so, your goods will be automatically protected for actual cash value up to \$20,000. You may be charged for this protection, at the rate for each \$100 (or fraction thereof) of declared value, as stated on the Agreement. If no valuation charge is stated, the rate is \$0 (zero) per \$100 of declared value. Your protection level choices are explained below.

a. **Basic Coverage** at 60 cents per pound per article ensures recovery at 60 cents multiplied by the weight of the item or the carton it's packed in. Thus, if an item weighing 20 pounds is lost or damaged, you can recover \$12.00 for that item (60 cents x 20 pounds). This is very minimal protection and your goods are probably worth considerably more. This protection is included in the mover's rate.

b. **Actual Cash Value** protection ensures recovery at the actual cash value (i.e., fair market value) of your lost or damaged item(s), up to the total value you declare. The carrier may charge for actual cash value protection, and will state the rate on the Agreement.

c. **Full Value** protection ensures recovery at the full value (i.e., replacement value) of your lost or damaged item(s), up to the total value you declare. The carrier may offer deductibles in combination with full value protection. You are responsible for deductibles unless an item is lost by the mover; refer to section on Limitations on the Carrier's Liability. The carrier may charge for full value protection, and will state the rate on the Agreement.

**LIABILITY FOR VALUABLES**

Items of extraordinary value, such as antiques, art objects, gold or silver articles, etc., should be separately described on the inventory and a value declared for each. Be sure to list the items by description and value on the shipping document. It's best not to ship money, jewelry, important papers or other valuable personal articles. Keep such items out of the reach of others and take them with you.

**MAXIMUM RATE TARIFF 4****ITEM 470 (Continued)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)****LIMITATIONS ON THE CARRIER'S LIABILITY**

The carrier is not liable in a claim for loss or damage to articles in the following situations:

- a. change in condition or flavor of perishables;
- b. loss or damage caused by the shipper, including improper packing;
- c. defect or inherent vice of the article, such as susceptibility to atmospheric changes;
- d. insects, moths, vermin, ordinary wear and tear, or gradual deterioration;
- e. mechanical or electrical derangement of musical instruments, electronic components or appliances, if there is no sign of exterior damage;
- f. loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking part in any such occurrence or disorder;
- g. hostile or warlike action in time of peace or war;
- h. breakage caused by normal handling of china, glassware, bric-a-brac, or other similar items, unless packed by the carrier;
- i. liability of carrier for loss or damage shall be subject to your compliance with the rules for filing claims.

For More information regarding limitations on the carrier's liability, please see General Order 136-C, which you may get from the PUC.

**IF YOU HAVE LOSS OR DAMAGE**

If your goods are lost or damaged, be sure you describe such loss and damage by making notations on the carrier's shipping order or freight bill. If the driver refuses, you should report this fact and the condition of the articles in writing to the home office of the carrier. Neither of these actions constitute filing a claim, but are made to support a claim to be filed later, as described below.

If you intend to file a claim for loss or damage to your goods, be aware that one of the required documents in support of your claim is a copy of the paid freight bill. This means that before you may file a claim with the carrier for loss of or damage to your goods, you must pay the carrier for all charges due for transportation services. This is because the handling and settlement of a loss or damage claim is a matter separate from the performance of and payment

## MAXIMUM RATE TARIFF 4

### ITEM 470 (Continued) IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

for the transportation service itself. If you do not pay the transportation charges, the carrier may not honor your claim.

#### HOW TO FILE A CLAIM

To file a claim you must:

1. write the home office of the carrier and describe the loss or damage;
2. list separately the lost or damaged items;
3. note the exact amount you are claiming for each lost or damaged item;
4. give the date of your move, the origin and destination and the carrier's order number.

If the damage is to packed items, you should retain the box, its contents and the packing materials. This is especially important if you did the packing since you will have to show that bad packing was not the cause of the damage.

Providing copies of documents such as store receipts for the lost or damaged items and professional estimates for repair will speed the processing of your claim.

You should also retain copies of all correspondence with the moving company. In addition, all correspondence addressed to the moving company should be sent by Registered Mail, return receipt requested, to evidence receipt of your claim by the carrier.

Your claim must be filed, in writing, within nine (9) months after delivery of the goods or within nine (9) months after a reasonable time for delivery has elapsed. Specific rules are set forth in Maximum Rate Tariff 4. The carrier is required to acknowledge claims in writing within 30 days and must pay, decline to pay or make a firm compromise settlement within 60 days of receipt of your claim. If some reason beyond the carrier's control delays action for a longer time, the carrier is required to notify you in writing within 60 days of receipt of your claim as to its status and the reason for delay (with a copy to the PUC) and again every 30 days thereafter until final action is taken. If the carrier fails to respond to your claim within the time limits and in the manner described in this paragraph, you should contact the PUC immediately at 1-800-FON-4PUC (1-800-366-4782. (See Maximum Rate Tariff 4, Item 92 for more information on filing claims.)

**MAXIMUM RATE TARIFF 4**

**ITEM 470 (Continued) \*/§**  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

The PUC has no authority to compel carriers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the carrier's liability for such loss or damage. If both you and the carrier consent, the claim may be submitted to an impartial arbitrator for resolution. You may also commence a suit in small claims court or other court of law. If arbitration or civil action result in a decision in your favor and the carrier fails to comply, contact the PUC.

**IF YOUR NEW HOME IS NOT READY**

If you cannot move into your new home or apartment immediately, you may wish to have your goods moved from your present residence and held in storage for later delivery. For a storage period of 90 days or less, you can request Storage-in-Transit. Separate charges will be assessed for the transportation to your new residence. Storage and handling charges will be assessed for this service and it will be covered by the terms and conditions of your Agreement with the moving company.

If you do not request Storage-in-Transit, or if your storage period exceeds 90 days, your goods will be subject to rates, terms, and conditions set by the local warehouse and the service will be under separate contract with the warehouseman and not regulated by the PUC.

**PAYING FOR YOUR MOVE**

Most carriers insist that you pay in cash, by money order or certified check; however, you may arrange in advance for the carrier to extend you credit. If the carrier will accept payment by credit card or personal check, be sure this arrangement is noted on the agreement.

A carrier holding a valid permit from the Commission has a lien on your goods to secure payment of the moving charges you agreed to in writing before the move began plus the charge for any additional services you requested on a bona fide Change Order For Services. (The lien does not apply to food, medicine, medical devices, items used to treat or assist an individual with a disability, or items used for the care of a minor child.) Once you pay these authorized charges, the lien is extinguished and the carrier must release all of your goods. If the driver requires payment greater than the authorized charges, you should contact the mover about what may be an overcharge. If the matter cannot be resolved to your satisfaction, call the PUC for assistance at 1-800-FON-4PUC (1-800-366-4782).



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**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

**PUBLIC UTILITIES COMMISSION REGIONAL OFFICES**

<u>City</u>	<u>Address</u>	<u>Local Telephone No.</u>
Los Angeles	320 West 4 <sup>th</sup> Street, Suite 500, 90013	(213) 576-7000
San Francisco (HQ)	505 Van Ness Avenue, 2 <sup>nd</sup> floor, 94102	(415) 703-5904

ø Change, Resolution TL-19093

**EFFECTIVE JANUARY 10 2008**

**Issued by the Public Utilities Commission of the State of California**  
**San Francisco, California**

**MAXIMUM RATE TARIFF 4**

**ITEM 470 (Concluded)  
IMPORTANT INFORMATION FOR PERSONS MOVING  
HOUSEHOLD GOODS (within California)**

**IMPORTANT INFORMATION FOR SHIPPERS REGARDING  
HAZARDOUS MATERIALS**

**HAZARDOUS MATERIALS, AS DEFINED BY THE U.S. SECRETARY OF  
TRANSPORTATION, ARE NOT ACCEPTED FOR SHIPPING.**

**SOME OF THE MATERIALS MOST COMMON TO HOUSEHOLD USE ARE INDICATED  
BELOW:**

- |                                |  |
|--------------------------------|--|
| <b>A. COMBUSTIBLE LIQUIDS:</b> | <b>ALCOHOL (RUBBING)<br/>LUBRICANTS (MOTOR OILS)<br/>ANTI-FREEZE COMPOUNDS</b>   |
| <b>B. CORROSIVES</b>           | <b>ACIDS<br/>DRAIN CLEANER<br/>PHOTOGRAPHIC ACIDS USED IN DEVELOPING<br/>FILM<br/>BLEACH<br/>BATTERIES (WET OR DRY)<br/>WATER PURIFYING AGENTS USED IN<br/>SWIMMING POOLS</b>  |
| <b>C. EXPLOSIVES</b>           | <b>FIREWORKS<br/>SMALL ARMS AMMUNITION<br/>FLASH BULBS</b>   |
| <b>D. FLAMMABLES</b>           | <b>LIGHTER FLUID<br/>MATCHES<br/>WOOD OIL STAINS<br/>PETROL-CHEMICAL BASED GARDEN SPRAYS<br/>PAINT OR VARNISH<br/>PAINT OR VARNISH REMOVERS<br/>BUTANE / PROPANE / GASOLINE / (GARDEN<br/>EQUIPMENT)<br/>SIGNAL FLARES<br/>CHARCOAL BRIQUETTES</b> |
| <b>E. COMPRESSED GASSES</b>    | <b>AEROSOL CANS<br/>FIRE EXTINGUISHERS<br/>SCUBA DIVING TANKS</b>  |

**PLEASE CONTACT YOUR MOVER IF YOU HAVE ANY QUESTIONS ABOUT THE  
ABOVE ITEMS**

**EFFECTIVE AS SHOWN ON TITLE PAGE**

**I.89-11-003 ALJ/BWM**

**END OF ATTACHMENT E**

**ATTACHMENT F**

**Page 1**

**EXCERPTS FROM D.96-12-060**

Decision (D.) 97-10-034 granted partial rehearing of D.96-12-060. In particular, rehearing was granted of Findings of Fact 5, 6, and 7, Conclusions of Law 6, 7, and 8, Ordering Paragraph 4, and discussion related thereto, in D.96-12-060. The findings of fact, conclusions of law, and the ordering paragraph are:

**Findings of Fact**

5. We can not foresee any circumstance when the sale of household goods which are the subject of a complaint pending before us would not compromise the right of complainant to due process and our ability to grant relief to complainant.

6. The Instruction to Answer Complaint served on household goods carriers should include the statement:

By order of this Commission, a household goods carrier is prohibited from selling the property of a shipper who has filed a formal complaint against said household goods carrier during the pendency of the complaint.

7. No deposit or bond should be required of a shipper during the pendency of a complaint to forestall the sale of the shipper's/complainant's property.

**Conclusions of Law**

6. We have an obligation to preserve due process and forestall action by a defendant which materially impacts a pending matter wherein violations have been asserted.

**ATTACHMENT F**

**Page 2**

7. Though we could not have acted to release the lien and cancel the public sale, we could have directed the carrier to postpone the sale and/or sought an injunction pursuant to PU Code Section 2102 to stop the sale while the case was pending.

8. A household goods carrier should be prohibited from selling the property of a shipper who has filed a formal complaint against the household goods carrier during the pendency of the complaint.

**Ordering Paragraph**

4. A household goods carrier is prohibited from selling the property of a shipper who has filed a formal complaint against said household goods carrier during the pendency of the complaint.

**(END OF ATTACHMENT F)**

## **ATTACHMENT G**

### **VARIATIONS ON ORDERING PARAGRAPH 4 OF D.96-12-060**

#### **Variation 1:**

Before a household goods carrier may sell the property of a shipper who has filed a formal complaint with the Commission against that carrier, the carrier is required during the time the complaint is pending before the Commission to (1) remove from the shipment the specific items that are the subject of the dispute before undertaking a lien sale, (2) file a motion with the Commission, if the carrier seeks to include those specific items in a lien sale, showing good cause why it is necessary to include those specific items in a lien sale, and (3) not include those specific items in a lien sale unless the motion is granted.

#### **Variation 2:**

The carrier may not execute a lien sale any sooner than 45 days after the carrier has made a final offer in writing to pay, or decline to pay, or a firm compromise written settlement offer, in response to a written loss and damage claim from a shipper.

**(END OF ATTACHMENT G)**

## **ATTACHMENT H**

### **List of Acronyms and Abbreviations**

Act	Household Goods Carriers Act
Agreement	Agreement for Moving Services
ALJ	Administrative Law Judge
Booklet	Booklet
C.	Case
CMSA	California Moving and Storage Association
Change Order	Change Order for Services
D.	Decision
DRA	Division of Ratepayer Advocates
DT-8	Distance Table 8
Estimate	Estimated Cost of Services
MAX 4	Maximum Rate Tariff 4
ORA	Office of Ratepayer Advocates
P.	page
PHC	prehearing conference
PU Code	Public Utilities Code
Settlement	Settlement and Stipulation
"settling parties"	CMSA, Tri-Valley, and ORA collectively
Tri-Valley	Tri-Valley Transportation & Storage Company

**(END OF ATTACHMENT H)**